

State and Federal Applications for Renewal of the Trans Alaska Pipeline System

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Notice on Revisions

The contents of this electronic file are subject to revision without notice to individual holders. However, revisions will be placed on the TAPS Right-of-Way Renewal web site at www.tapsrow.com. Please visit the web site to ensure that you have the current version.



ExxonMobil Pipeline Company
800 Bell Street
Houston, Texas 77002

Richard A. Rabinow
President

RECEIVED
JOINT PIPELINE OFFICE

APR 30 2001

01 MAY -2 AM 10:05

ExxonMobil
Pipeline

Mr. Pat Pourchot
Commissioner
Alaska Department of Natural Resources
400 Willoughby Avenue
Juneau, Alaska 99801

Mr. William G. Britt, Jr.
State Pipeline Coordinator
411 West 4th Avenue
Suite 2
Anchorage, Alaska 99501

Re: Renewal Of TAPS Lease And Associated Rights

Gentlemen:

ExxonMobil Pipeline Company ("EMPCo") owns an undivided interest in the May 3, 1974 Right-of-Way Lease for the Trans-Alaska Pipeline ("TAPS Lease") and other rights associated with the TAPS Lease ("Associated Rights"). The TAPS Lease provides that it will (and accordingly, the Associated Rights will) remain in full force and effect until 12:00 noon on May 2, 2004, and "[t]he Commissioner shall renew the Lease ... so long as the Pipeline is in commercial operation and the Lessees are in full compliance with State law, including but not limited to State law pertaining to regulation and taxation of the Pipeline." TAPS Lease §2(c).

EMPCo, in coordination with the other undivided interest owners of the TAPS Lease and Associated Rights ("Other TAPS Owners"), applies for renewal of the TAPS Lease and Associated Rights. See Line List at Tab 1A-1C in Volume 2. EMPCo seeks renewal of the TAPS Lease and Associated Rights for the maximum period authorized by law on the same terms as those set out in TAPS Lease and Associated Rights.

Included with this application are materials to assist you in making your renewal determination. See the Right-of-Way Leasing Act at AS 38.35.110 and the Pipeline Right-of-Way Leasing regulations at 11 AAC 80.075. That material includes information (i) pertaining to commercial operations (Commercial Operations Tab of this Volume) and compliance with State law and lease terms (Compliance Tab of this Volume) and (ii) provided to the Bureau of Land Management in conjunction with renewal of the Federal Agreement and Grant Right-of-Way for the Trans-Alaska Pipeline (Federal ROW Renewal Application Submittal Tab of this Volume and Vols. 2 and 3).

As you know, ExxonMobil and the Other TAPS Owners have established a Right-of-Way Renewal Team to work with the State of Alaska, the Federal Government, and stakeholders in renewing the TAPS Owners' rights. W. Steven Jones, Project Manager of the TAPS Right-of-Way Renewal Team, will serve as our contact on Right-of-Way Renewal matters. Please direct all correspondence and notifications to W. Steven Jones.

Very Truly Yours,



An **ExxonMobil** Subsidiary

Commercial Operation

**TAPS Oil Movements Historical Data
Reporting for December 2000**

The attached operations reports depict TAPS oil movements. Throughout the day, the Operations Control Center at the Valdez Marine Terminal receives data from metering systems that are located at Pump Station 1, Golden Valley Electric Association, Petro Star Valdez Refinery and Valdez Marine Terminal. Every 24 hours the data is compiled and transmitted to Anchorage.

The first page of the attachment, known as the OMH-2A report, shows the daily ending volume (measured in barrels) in the tanks at Pump Station 1, as well as the daily tankage change. The output number (reflected in the "Output" column) either adds or subtracts the tankage change to the total metered volume from the Producers to determine the actual volume which entered the pipeline.

The second page of the attachment, known as the OMH-3C report, shows the daily data pertaining to oil movements at Valdez. It reflects the volume (measured in barrels) that flows through the incoming meters from the pipeline and the volume loaded onto vessels by berth, together with (in the "Valdez Loadings" column) loadings from all berths.

RCA Tariff Materials

ExxonMobil Pipeline Company

800 Bell Street, Room 795K
Houston, Texas 77002
(713) 656-6885 Telephone
(713) 656-9586 Facsimile
Confidential

Jeff Ray

TAPS Coordinator
Business Development & Joint Interest Department

ExxonMobil
Pipeline

November 30, 2000

Tariff Advice No. 93-304

Commissioners
Regulatory Commission of Alaska
1016 West Sixth Avenue, Suite 400
Anchorage, Alaska 99501

The tariff filing described below is transmitted to you for filing in accordance with the Pipeline Act and 3 AAC 48.200 -3 AAC 48.430.

Tariff Sheet No.

Thirty-Six Revision of Sheet No. 10

Cancels Sheet No.

Thirty-Fifth Revision of Sheet No. 10

This tariff advice, which is ExxonMobil Pipeline Company's (EMPCo's) Thirty-Six Revision of Regulatory Commission of Alaska Sheet No. 10, addresses EMPCo's Rules and Regulations for the Trans Alaska Pipeline System. The referenced Supplement No. 2 to FERC Tariff No. 6 is being submitted to modify Supplement No. 1 to FERC No. 6 and is part of this filing.

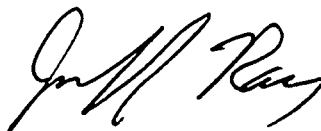
Supplement No. 2 to FERC Tariff No. 6 is filed in compliance with the TAPS Quality Bank. It cancels Supplement No. 1 to FERC Tariff No. 6 and decreases the gravity differential included in Item No. 160-B effective January 1, 2001. Enclosed as part of this filing is a copy of the Mitchell & Mitchell report, which is available to shippers upon request, that includes calculations and supporting data for the gravity differential revision.

Notice of this filing and a copy of the tariff were sent to all those parties listed on the enclosed schedule which includes all of EMPCo's intrastate TAPS shippers for the past 12 months.

A copy of the tariff will be available for public inspection in the offices of Guess & Rudd, 510 L Street, Suite 700, Anchorage, Alaska 99501.

Please acknowledge receipt of this transmittal by date-stamping the attached copy.

AJS
Enclosures



RCA No. 304

Thirty-Six Revised

Sheet No. 10

Canceling

Thirty-Fifth Revised

Sheet No. 10

EXXON PIPELINE COMPANY

FERC Tariff

All the rules and regulations in FERC Tariff No. 6 (TAPS Rules and Regulations) effective March 2, 2000, Supplement C No. 2 to FERC Tariff No. 6 effective January 1, 2001, and FERC Tariff No. 7 (TAPS Quality Bank Methodology) effective March 2, 2000 and applicable to the intrastate transportation of petroleum are incorporated by reference in RCA Tariff No. 1.

C - To denote a changed condition or regulation

Tariff Advice No. 93-304

Effective: January 1, 2001

Issued By: EXXON PIPELINE COMPANY

By:


J. M. Ray

Title: TAPS Coordinator

MITCHELL & MITCHELL

SUITE 800
8300 DOUGLAS AVENUE
DALLAS, TEXAS 75225
214-692-5775

RECEIVED

NOV 16 2000

E. K. KING

November 14, 2000

Mr. Mark W. Davis
BP Pipelines (Alaska)
P.O. Box 190848
Anchorage, Alaska 99519-0848

Dear Mark:

Section III.E.6 of the TAPS Quality Bank Methodology requires a review of the gravity differential to be used in the calculation of the Quality Bank adjustments for the Valdez Marine Terminal twice each year, in May and November. The current review has been concluded and the gravity differential for the six-month period beginning January 1, 2001 will be adjusted to \$0.0167 per 0.1° API.

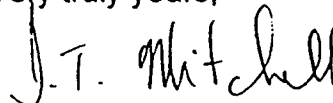
Table 1 provides a summary of the calculation of the distribution of ANS crude oil to the West Coast and East of the Rockies. The calculation is based on data from the U.S. Department of Transportation Maritime Administration. These percentages will also be used for calculation of the weighted average component prices for January, 2001 – June, 2001.

Table 2 summarizes the posted gravity differentials taken from the crude oil bulletins published by the companies specified in the methodology. In accordance with the new methodology, a weighted average of the differentials over the six-month period May, 2000 – October, 2000 was used.

Table 3 shows the calculation of the overall gravity differential and illustrates that the differential changed by more than 5% and, therefore, an adjustment to the differential is required.

This report is being mailed to the persons on the attached distribution list. Copies are also being sent to Vinson & Elkins, Guess & Rudd, KPMG LLP, and the State of Alaska, as well as interested shippers.

Very truly yours,



J.T. Mitchell
Quality Bank Administrator

TAPS Quarterly Bank

Alaskan North Slope Crude Oil Distribution

(Thousands of Barrels per Day)

Shipment Location	2000						Six Month Average	Percent
	March	April	May	June	July	August		
ANS Pipeline Shipment	0	0	0	0	0	0	0	0.0000
U.S. East Coast	0	0	0	0	0	0	0	0.0000
U.S. Gulf Coast	0	0	0	0	0	0	0	0.0000
Panama	0	0	0	0	0	0	0	0.0000
Puerto Rico	0	0	0	0	0	0	0	0.0000
Virgin Islands	0	0	0	0	0	0	0	0.0000
Gulf Coast Sub-Total	0	0	0	0	0	0	0	0.00
Alaska	11	0	0	0	5	0	3	0.2967
ANS Pipeline Shipment	0	0	0	0	0	0	0	0.0000
Hawaii	31	0	72	36	40	20	33	3.6907
West Coast Delivered	798	957	931	834	841	816	863	96.0126
West Coast Sub-Total	840	957	1,003	870	886	836	899	100.00
TOTAL:	840	957	1,003	870	886	836	899	100.00

Lisa Brown 11/14/00
 Price Analyst Date

J.T. Mitchell 11/14/00
 Reviewed By Date

TAPS Quality Bank

Gravity Differentials Report

Postings averages summary for West Texas Sour (Gulf Coast) and California (West Coast) crude oils

Units for differential amounts : $\frac{\text{¢}}{(.1^\circ\text{API})(\text{BBL})}$

Weighted averages based on period: 05/01/2000 - 10/31/2000, inclusive

Coast	Company	Weighted Average Differential Amount	Period Postings
GULF	Amoco Production Company	1.50000	7
	Chevron Products Company	0.00000	7
	Equiva Trading Company	1.50000	7
	Exxon Mobil Corporation	1.50000	7
Simple average gravity differential for Gulf Coast crude oils:		1.125	

Coast	Company	Weighted Average Differential Amount	Period Postings
WEST	Chevron Products Company	1.65217	56
	Equiva Trading Company	1.70380	10
	Exxon Mobil Oil Corporation	1.65217	62
	Union 76	1.66576	53
Simple average gravity differential for West Coast crude oils:		1.668	

TAPS Quality Bank

Gravity Differentials Report

Postings averages detail for West Texas Sour crude oils (Gulf Coast)

Units for differential amounts : $\frac{\text{¢}}{(\text{1°API})(\text{BBL})}$

Weighted averages based on period: 05/01/2000 - 10/31/2000, inclusive

Company	Differential Amount	Date Posted
Amoco Production Company	1.500	10/31/2000
	1.500	09/30/2000
	1.500	08/31/2000
	1.500	07/31/2000
	1.500	06/30/2000
	1.500	05/31/2000
	1.500	04/29/2000
	1.50000	Wt. avg.
Chevron Products Company	0.000	10/31/2000
	0.000	09/29/2000
	0.000	08/31/2000
	0.000	07/31/2000
	0.000	06/30/2000
	0.000	05/31/2000
	0.000	04/28/2000
	0.00000	Wt. avg.
Equiva Trading Company	1.500	10/31/2000
	1.500	09/29/2000
	1.500	08/31/2000
	1.500	07/31/2000

TAPS Quality Bank

Gravity Differentials Report

Postings averages detail for West Texas Sour crude oils (Gulf Coast)

Units for differential amounts : $\frac{\text{¢}}{(\text{1°API})(\text{BBL})}$

Weighted averages based on period: 05/01/2000 - 10/31/2000, inclusive

Company	Differential Amount	Date Posted
Equiva Trading Company (continued)	1.500	06/30/2000
	1.500	05/31/2000
	1.500	04/28/2000
	1.50000 Wt. avg.	
Exxon Mobil Corporation	1.500	10/31/2000
	1.500	09/29/2000
	1.500	08/30/2000
	1.500	07/31/2000
	1.500	06/29/2000
	1.500	05/31/2000
	1.500	04/30/2000
	1.50000 Wt. avg.	

TAPS Quality Bank

Gravity Differentials Report

Postings averages detail for California crude oils (West Coast)

Units for differential amounts : $\frac{\text{¢}}{(.1^\circ\text{API})(\text{BBL})}$

Weighted averages based on period: 05/01/2000 - 10/31/2000, inclusive

Company	Differential Amount	Date Posted
Chevron Products Company	2.500	10/27/2000
	2.000	10/23/2000
	2.000	10/16/2000
	2.000	10/12/2000
	2.000	10/10/2000
	2.000	10/09/2000
	2.000	10/05/2000
	2.000	10/02/2000
	2.000	09/28/2000
	2.000	09/25/2000
	2.000	09/22/2000
	2.000	09/21/2000
	2.000	09/18/2000
	2.000	09/15/2000
	2.000	09/12/2000
	2.000	09/11/2000
	1.500	09/08/2000
	1.500	09/07/2000
	1.500	09/06/2000
	1.500	09/05/2000
	1.500	08/30/2000

TAPS Quality Bank

Gravity Differentials Report

Postings averages detail for California crude oils (West Coast)

Units for differential amounts : $\frac{\text{¢}}{(.1^\circ\text{API})(\text{BBL})}$

Weighted averages based on period: 05/01/2000 - 10/31/2000, inclusive

Company	Differential Amount	Date Posted
Chevron Products Company (continued)	1.500	08/28/2000
	1.500	08/23/2000
	1.500	08/22/2000
	1.500	08/21/2000
	1.500	08/14/2000
	1.500	08/10/2000
	1.500	08/09/2000
	1.500	08/04/2000
	1.500	07/31/2000
	1.500	07/24/2000
	1.500	07/21/2000
	1.500	07/20/2000
	1.500	07/18/2000
	1.500	07/13/2000
	1.500	07/10/2000
	1.500	07/06/2000
	1.500	07/05/2000
	1.500	06/21/2000
	1.500	06/20/2000
	1.500	06/19/2000
	1.500	06/14/2000

TAPS Quality Bank

Gravity Differentials Report

Postings averages detail for California crude oils (West Coast)

Units for differential amounts : $\frac{\text{¢}}{(\text{I}^\circ\text{API})(\text{BBL})}$

Weighted averages based on period: 05/01/2000 - 10/31/2000, inclusive

Company	Differential Amount	Date Posted
Chevron Products Company (continued)	1.500	06/13/2000
	1.500	06/12/2000
	1.500	06/02/2000
	1.500	05/31/2000
	1.500	05/25/2000
	1.500	05/22/2000
	1.500	05/18/2000
	1.500	05/12/2000
	1.500	05/11/2000
	1.500	05/09/2000
	1.500	05/08/2000
	1.500	05/05/2000
	1.500	05/02/2000
	1.500	04/26/2000
	1.65217	Wt. avg.
Equiva Trading Company	2.500	10/27/2000
	2.500	10/12/2000
	2.000	09/28/2000
	2.000	09/07/2000
	1.500	08/30/2000
	1.500	07/31/2000

TAPS Quality Bank

Gravity Differentials Report

Postings averages detail for California crude oils (West Coast)

Units for differential amounts : $\frac{\text{¢}}{(.1^\circ\text{API})(\text{BBL})}$

Weighted averages based on period: 05/01/2000 - 10/31/2000, inclusive

Company	Differential Amount	Date Posted
Equiva Trading Company (continued)	1.500	07/24/2000
	1.500	06/29/2000
	1.500	05/31/2000
	1.500	04/26/2000
	1.70380 Wt. avg.	
Exxon Mobil Oil Corporation	2.500	10/27/2000
	2.000	10/23/2000
	2.000	10/16/2000
	2.000	10/13/2000
	2.000	10/12/2000
	2.000	10/10/2000
	2.000	10/09/2000
	2.000	10/05/2000
	2.000	10/02/2000
	2.000	09/28/2000
	2.000	09/25/2000
	2.000	09/22/2000
	2.000	09/21/2000
	2.000	09/20/2000
	2.000	09/18/2000
	2.000	09/15/2000

TAPS Quality Bank

Gravity Differentials Report

Postings averages detail for California crude oils (West Coast)

Units for differential amounts : $\frac{\text{¢}}{(.1^\circ\text{API})(\text{BBL})}$

Weighted averages based on period: 05/01/2000 - 10/31/2000, inclusive

Company	Differential Amount	Date Posted
Exxon Mobil Oil Corporation (continued)	2.000	09/12/2000
	2.000	09/11/2000
	1.500	09/08/2000
	1.500	09/07/2000
	1.500	09/06/2000
	1.500	09/05/2000
	1.500	08/30/2000
	1.500	08/28/2000
	1.500	08/23/2000
	1.500	08/22/2000
	1.500	08/21/2000
	1.500	08/14/2000
	1.500	08/10/2000
	1.500	08/09/2000
	1.500	08/07/2000
	1.500	08/04/2000
	1.500	08/03/2000
	1.500	07/31/2000
	1.500	07/21/2000
	1.500	07/18/2000
	1.500	07/17/2000

TAPS Quality Bank

Gravity Differentials Report

Postings averages detail for California crude oils (West Coast)

Units for differential amounts : $\frac{\text{¢}}{(.1^\circ\text{API})(\text{BBL})}$

Weighted averages based on period: 05/01/2000 - 10/31/2000, inclusive

Company	Differential Amount	Date Posted
Exxon Mobil Oil Corporation (continued)	1.500	07/13/2000
	1.500	07/12/2000
	1.500	07/10/2000
	1.500	07/06/2000
	1.500	07/05/2000
	1.500	06/30/2000
	1.500	06/29/2000
	1.500	06/21/2000
	1.500	06/20/2000
	1.500	06/19/2000
	1.500	06/14/2000
	1.500	06/13/2000
	1.500	06/12/2000
	1.500	06/01/2000
	1.500	05/31/2000
	1.500	05/24/2000
	1.500	05/22/2000
	1.500	05/18/2000
	1.500	05/12/2000
	1.500	05/11/2000
	1.500	05/09/2000

TAPS Quality Bank

Gravity Differentials Report

Postings averages detail for California crude oils (West Coast)

Units for differential amounts : $\frac{\text{¢}}{(.1^\circ\text{API})(\text{BBL})}$

Weighted averages based on period: 05/01/2000 - 10/31/2000, inclusive

Company	Differential Amount	Date Posted
Exxon Mobil Oil Corporation (continued)	1.500	05/08/2000
	1.500	05/05/2000
	1.500	05/02/2000
	1.500	04/26/2000
	1.65217 Wt. avg.	
Union 76	2.500	10/27/2000
	2.000	10/23/2000
	2.000	10/16/2000
	2.000	10/13/2000
	2.000	10/12/2000
	2.000	10/10/2000
	2.000	10/09/2000
	2.000	10/05/2000
	2.000	10/02/2000
	2.000	09/28/2000
	2.000	09/25/2000
	2.000	09/22/2000
	2.000	09/21/2000
	2.000	09/18/2000
	2.000	09/15/2000
	2.000	09/12/2000

TAPS Quality Bank

Gravity Differentials Report

Postings averages detail for California crude oils (West Coast)

Units for differential amounts : $\frac{\text{¢}}{(.1^\circ\text{API})(\text{BBL})}$

Weighted averages based on period: 05/01/2000 - 10/31/2000, inclusive

Company	Differential Amount	Date Posted
Union 76 (continued)	2.900	09/11/2000
	2.300	09/08/2000
	2.000	09/06/2000
	1.500	08/30/2000
	1.500	08/28/2000
	1.500	08/23/2000
	1.500	08/22/2000
	1.500	08/21/2000
	1.500	08/14/2000
	1.500	08/10/2000
	1.500	08/09/2000
	1.500	08/07/2000
	1.500	08/04/2000
	1.500	08/02/2000
	1.500	07/31/2000
	1.500	07/24/2000
	1.500	07/21/2000
	1.500	07/20/2000
	1.500	07/18/2000
	1.500	07/12/2000
	1.500	07/10/2000

TAPS Quality Bank

Gravity Differentials Report

Postings averages detail for California crude oils (West Coast)

Units for differential amounts : $\frac{\text{¢}}{(.1^\circ\text{API})(\text{BBL})}$

Weighted averages based on period: 05/01/2000 - 10/31/2000, inclusive

Company	Differential Amount	Date Posted
Union 76 (continued)	1.500	07/06/2000
	1.500	07/05/2000
	1.500	06/21/2000
	1.500	06/13/2000
	1.500	06/12/2000
	1.500	06/01/2000
	1.500	05/31/2000
	1.500	05/24/2000
	1.500	05/22/2000
	1.500	05/18/2000
	1.500	05/12/2000
	1.500	05/09/2000
	1.500	05/08/2000
	1.500	05/05/2000
	1.500	05/02/2000
	1.500	04/27/2000
	1.66576	Wt. avg.

TAPS Quality Bank

Quality Differential Review Report

Review Month: November, 2000

Distribution Location	Gravity Differential (¢ / .1°API / BBL) for MAY 2000 - OCT 2		Geographic Distribution Percentages for MAR 2000 - AUG 2		Weighted Differential (¢ / .1°API / BBL)
West Coast	1.668	x	1.0000	=	1.668
Gulf Coast	1.125	x	0.0000	=	0.000
Calculated Quality Differential					1.668

Allowable range based on current Quality Differential:

Current Differential (¢ / .1°API / BBL) Effective: JUL 2000		(5%) Allowed Range		Range Upper Bound	Range Lower Bound
1.94	x	1.05	=	2.037	
1.94	x	0.95	=		1.843

The calculated Quality Differential equals or exceeds the 5 percent tolerance. Therefore, the current Quality Differential must be adjusted on January 1, 2001 to 1.67 cents per one tenth degree API per barrel of oil.

TAPS	Owner Contacts	Accountants	Attorneys
Amerada Hess	Mr. Donald C. Lutken, Jr. Amerada Hess Corporation One Allen Center 500 Dallas Street, Level 2 Houston, TX 77002 Tel: 713/609/4000 Fax: 713/609-4906 dlutkenjr@hess.com	Ms. Kimberly Pesek Amerada Hess Pipeline Corp. P. O. Box 2040 Houston, TX 77252-2040 Tel: 713/609/4916 Fax: 713/609/4966	Mr. David G. Stevenson Amerada Hess Pipeline Corp. One Allen Center 500 Dallas Street, Level 2 Houston, TX 77002 Tel: 713/609/4100 Fax: 713/609/4463 dstevenson@hess.com
BP Pipelines (Alaska) Inc.	Mr. Albert N. Bolea BP Pipelines (Alaska) Inc. P. O. Box 190848 Anchorage, AK 99508 Tel: 907/564-5757 Fax: 907/564-5556 boleaaln@bp.com	Mark W. Davis BP Pipelines (Alaska) Inc. 900 E. Benson Anchorage, AK 99508 Tel: 907/564-5532 Fax: 907/564-5588 davismw@bp.com	Mr. Graeme D.A. Brebner BP Pipelines (Alaska) Inc. P. O. Box 199612 Anchorage, AK 99519-6612 Tel: 907/564-5535 Fax: 907/564-4031 brenegd@bp.com
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Phillips Transportation Alaska, Inc.	Ms. Margaret A. Yaege Phillips Transportation Alaska, Inc. 700 G Street, 2100 Anchorage, AK 99501 Tel: 907/263-3710 Fax: 907/263-6339 myaege@ppco.com	Mr. Edward R. Hendrickson Phillips Transportation Alaska, Inc. 700 G Street Anchorage, AK 99501 Tel: 907/263-4980 Fax: 907/263-3748 ehendri@ppco.com	Ms. Antoinette M. Tadolini Phillips Transportation Alaska, Inc. P. O. Box 100360, ATO 2100 Anchorage, AK 99510-0360 Tel: 907/263-3720 Fax: 907/263-6998 atadoli@ppco.com
Alaska Pipeline Corp.	Mr. James W. Konst Phillips Petroleum Co. 6330 West Loop South Bellaire, TX 77401 P. O. Box 1967 Houston, TX 77251 Tel: 713/669-3496 Fax: 713/669-7091 jkw@ppco.com	Mr. Craig Wyant Phillips Alaska Pipeline Corp. 1211 Adams Building Bartlesville, OK 74004 Tel: 918/661/3659 Fax: 918/662-5163 cawyant@ppco.com	Mr. Steven G. Cooper Phillips Alaska Pipeline Corp. 1211 Adams Building Bartlesville, OK 74004 Tel: 918/661-5639 Fax: 918/662-1081 sgcoope@ppco.com
Unocal Pipeline Company	Mr. Joe Monroe Unocal Pipeline Company 14141 Southwest Freeway Sugar Land, TX 77478 Tel: 281/287-7775 Fax: 281/287-7331 joe.monroe@unocal.com	Mr. John Gotaas Unocal Pipeline Company 14141 Southwest Freeway Sugar Land, TX 77478 Tel: 281/287-7775 Fax: 281/287-7331	Mr. Larry W. Krug Unocal Pipeline Company 14141 Southwest Freeway Sugar Land, TX 77478 Tel: 281/287-7694 Fax: 281/287-7116 lkrug@unocal.com
Williams Energy Services	Mr. Mike Mears Williams Energy Services P.O. Box 3448 MD 35-80 Tulsa, OK 74101-3448 Tel: 918/573-3211 Fax: 918/573-6865	Ms. Paula Viscur Williams Energy Services One Williams Center P.O. Box 3448 MD 35-80 Tulsa, OK 74101-3448 Tel: 918/573-3460 Fax: 918/573-3371 paula.viscur@williams.com	Ms. Barbara Mangrum One Williams Center Suite 4100 Tulsa, OK 74172 Tel: 918/573-4002 Fax: 800/320-8075 barbara.mangrum@williams.com

ExxonMobil Pipeline Company

800 Bell Street, Room 795K
Houston, Texas 77002
(713) 656-6885 Telephone
(713) 656-9586 Facsimile
Confidential

Jeff Ray

TAPS Coordinator
Business Development & Joint Interest Department

ExxonMobil
Pipeline

November 30, 2000

Tariff Advice No. 94-304

Commissioners
Regulatory Commission of Alaska
1016 West Sixth Avenue, Suite 400
Anchorage, Alaska 99501

The tariff filing described below is transmitted to you for filing in accordance with the Pipeline Act and 3 AAC 48.200 -3 AAC 48.430.

Tariff Sheet No.

Cancels Sheet No.

Thirty-first Revision of Sheet No. 7

Thirtieth Revision of Sheet No. 7

This tariff advice, which is the Thirty-first Revision of Sheet No. 7 of ExxonMobil Pipeline Company's (EMPCo) Regulatory Commission of Alaska Tariff No. 1, contains increased tariff rates for pipeline transportation of Sadlerochit Petroleum, Kuparuk Petroleum, Lisburne Petroleum, and Endicott Petroleum through TAPS from Prudhoe Bay to North Pole, Alaska, Petro Star Refinery Connection at Valdez, Alaska, and Valdez Marine Terminal, Alaska effective January 1, 2001.

This tariff is filed in compliance with the TAPS Settlement Agreement. By separate cover, a TAPS Settlement Methodology computer disk with supporting data is being submitted to you. Also, costs for the Cooperative Corrosion Program are included in that submission.

Notice of this filing and a copy of the tariff were sent to all those parties listed on the enclosed schedule which includes all of EMPCo's intrastate TAPS shippers for the past 12 months.

A copy of the tariff will be available for public inspection in the offices of Guess and Rudd, 510 L Street, Suite 700, Anchorage, Alaska 99501.

Please acknowledge receipt of this transmittal by date-stamping the attached copy.

ajs
Enclosures



Canceling

Thirtieth RevisedSheet No. 7**EXXON PIPELINE COMPANY**

		Temporary Rate in Dollars & Cents Per Barrel
From	To	Non-Incentive Rate
3.1 Prudhoe Bay, Alaska Sadlerochit Petroleum* Kuparuk Petroleum* Lisburne Petroleum* Endicott Petroleum*	North Pole, Alaska	\$2.19 (1) I \$2.19 (1) I \$2.19 (1) I \$2.19 (1) I
3.2 Prudhoe Bay, Alaska Sadlerochit Petroleum* Kuparuk Petroleum* Lisburne Petroleum* Endicott Petroleum*	Valdez Marine Terminal, Alaska	\$3.59 (1) I \$3.59 (1) I \$3.59 (1) I \$3.59 (1) I
3.3 Prudhoe Bay, Alaska Sadlerochit Petroleum* Kuparuk Petroleum* Lisburne Petroleum* Endicott Petroleum*	Petro Star Refinery Connection, Valdez, Alaska	 \$3.57 (2) I \$3.57 (2) I \$3.57 (2) I \$3.57 (2) I

I - To denote an increase

*Note: Sadlerochit Petroleum is any petroleum delivered to Carrier from the Sadlerochit Formation in the Prudhoe Bay Unit. Lisburne Petroleum is any petroleum delivered to Carrier from the Lisburne Formation in the Prudhoe Bay Unit. Kuparuk Petroleum is any petroleum delivered to Carrier from the Kuparuk Pipeline. Endicott Petroleum is any petroleum delivered to Carrier from the Endicott Pipeline

The foregoing rates were prepared in part through the use of Pumpability Factors of 1.000.

In the event that the Pumpability Factor methodology used to calculate Exxon Pipeline Company rates is overturned or modified, Exxon Pipeline Company expressly reserves the right to seek surcharges equal to the difference between what shippers should have paid under the methodology ultimately approved by the Commission and any reviewing courts and the amount shippers actually paid under the rates set forth herein.

The rates indicated above are exclusive of any demurrage or other charges shown in Exxon Pipeline Company's FERC Tariff (see Sheet No. 10) and any amounts that Carrier is required by any applicable law or regulation to collect. No gathering service will be performed by Carrier.

(1) These rates are filed in accordance with and in reliance on the Commission's Order No. 14 in Docket No. P-86-2, Order No. 16 in Docket No. P-86-2, Order No. 2 in Docket No. P-87-1, and Order No. 3 in Docket No. P-87-2. These rates are accepted by the Commission as temporary and subject to refund of the difference between the temporary and final rates pending resolution of the issues in Docket No. P-86-2.

(2) These rates are filed as temporary rates and subject to refund of difference between the temporary and final rates pending resolution of the issues in Docket No. P-86-2.

Tariff Advice No. 94-304Effective: January 1, 2001Issued By: EXXON PIPELINE COMPANYBy: J.M. RayTitle: TAPS Coordinator

EXXONMOBIL PIPELINE COMPANY'S

INTRASTATE TAPS SHIPPERS

BP Oil Supply
Attn: Ms. Liz Wozniak

P.O. Box 5774
Cleveland, OH 44101

Chevron USA, Inc.
Attn: Suzie Bermudez

575 Lennon Lane, Suite N2000
Walnut Creek, CA 94598

Petro-Star Inc.
Attn: Ms. Brenda Moser

P. O. Box 56239
North Pole, AK 99705

Phillips Petroleum Co.
Attn: Ms. Charlotte Turowski

9-B3 Adams Building
Bartlesville, OK 74004

Tesoro Alaska Petroleum
Attention Ms. Lois Downs

8700 Tesoro Drive
San Antonio, Texas 78217

U. S. Oil & Refining
Attn: Barbara Miles

2121 Rosecranz
El Segundo, CA 90245

Williams Alaska Petroleum, Inc.
Attn: Ms. Angie Pingley

1150 H&H Lane
North Pole, AK 99705

FERC Tariff Materials

ExxonMobil Pipeline Company

800 Bell Street, Room 795K
Houston, Texas 77002
(713) 656-6885 Telephone
(713) 656-9586 Facsimile
Confidential

Jeff Ray

TAPS Coordinator
Business Development & Joint Interest Department

ExxonMobil
Pipeline

November 30, 2000

TRANSMITTAL NO. 18

Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Oil Pipeline Tariffs

The accompanying tariff issued by ExxonMobil Pipeline Company (EMPCo) is sent to you for filing in accordance with the requirements of the Interstate Commerce Act, to be effective January 1, 2001, and bearing:

F.E.R.C. Tariff No. 71

FERC Tariff No. 71 is filed in compliance with the TAPS Settlement Agreement and cancels FERC Tariff No. 32. On November 30, 2000, by separate cover, the supporting data for the revised rates in FERC Tariff No. 71 was sent to you for filing pursuant to Section I-7 of the TAPS Settlement Agreement.

Please call Mr. A. J. Signater, (713) 656-4968 or Mr. Jeff Ray (713) 656-6885, if you have any questions or require additional information. Pursuant to 18CFR, Part 343.3(a), EMPCo requests that any protests or complaints which affect this publication in any way be transmitted to Mr. Ray concurrent with their filing/issuance via facsimile at (713) 656-9586.

I hereby certify that I have on or before this day sent one copy of each publication listed hereon to each subscriber thereto by first-class mail, or by other means of transmission requested by the subscriber.

This filing is being hand-delivered to FERC. Please acknowledge receipt of this transmittal on the duplicate copy enclosed and our courier will pick up the date-stamped duplicate copy at the time of filing.

ajs
Enclosures



ExxonMobil Pipeline Company

LOCAL TARIFF

Containing

RATES

**Applying on the Transportation of
Petroleum by ExxonMobil Pipeline Company Through
the Trans Alaska Pipeline System and
Loading on Vessels Bound for
Destinations Outside Alaska**

Governed, except as otherwise provided herein, by rules and regulations shown in ExxonMobil Pipeline Company's F.E.R.C. Tariff No. 6, supplements thereto or successive issues thereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: DECEMBER 1, 2000

EFFECTIVE: JANUARY 1, 2001

**Issued by:
R. A. RABINOW, President
ExxonMobil Pipeline Company
P. O. Box 2220
Houston, Texas 77252-2220**

Compiled by:
**[W] R. C. Luckner
P. O. Box 2220
Houston, Texas 77252-2220
(713) 656-5419**

From	To	Rate in Dollars and Cents per Barrel
Prudhoe Bay, Alaska	Valdez Marine Terminal, Alaska	
Sadlerochit Petroleum*		3.59 [I]
Kuparuk Petroleum*		3.59 [I]
Lisburne Petroleum*		3.59 [I]
Endicott Petroleum*		3.59 [I]

*NOTE: Sadlerochit Petroleum is any petroleum delivered to Carrier from the Sadlerochit Formation in the Prudhoe Bay Unit. Lisburne Petroleum is any petroleum delivered to Carrier from the Lisburne Formation in the Prudhoe Bay Unit. Kuparuk Petroleum is any petroleum delivered to Carrier from the Kuparuk Pipeline. Endicott Petroleum is any petroleum delivered to Carrier from the Endicott Pipeline.

The foregoing rates were prepared in part through the use of Pumpability Factors of 1.000.

The rates indicated above are exclusive of any demurrage or other charges shown in ExxonMobil Pipeline Company F.E.R.C. No. 6, supplements thereto or successive issues thereof and any amounts that Carrier is required by an applicable law or regulation to collect. No gathering service will be performed by Carrier.

EXPLANATION OF REFERENCE MARKS

[I] Increase

[W] Change in wording only

ExxonMobil Pipeline Company

800 Bell Street, Room 795K
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(713) 656-9586 Facsimile
Confidential

Jeff Ray

TAPS Coordinator
Business Development & Joint Interest Department

ExxonMobil
Pipeline

November 30, 2000

Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Oil Pipeline Tariffs

Re: TRANSMITTAL NO. 17

The accompanying ExxonMobil Pipeline Company (EMPCo) tariff is sent to you for filing in accordance with the requirements of the Interstate Commerce Act, to be effective January 1, 2000, and bearing:

Supplement No. 2 to F.E.R.C. Tariff No. 6

In compliance with the TAPS Quality Bank Methodology, Supplement No. 2 to FERC Tariff No. 6 decreases the Gravity Differential Value Per Barrel in Item No. 160-B to \$0.0167 for each one-tenth degree API Gravity effective January 1, 2001. A copy of the Mitchell & Mitchell report that includes calculations and supporting data for the determination of the revised gravity differential is enclosed.

Please call A. J. Signater at (713) 656-4968 or Jeff Ray at (713) 656-6885 if you have any questions or require additional information. Pursuant to 18 CFR, Part 343.3(a), EMPCo requests that any protests or complaints which affect this publication in any way be transmitted to Mr. Ray concurrent with their filing/issuance via facsimile at (713) 656-9586.

I hereby certify that I have on or before this day sent one copy of each publication listed hereon to each subscriber thereto by first-class mail, or by other means of transmission requested by the subscriber.

This filing is being hand-delivered to FERC. Please acknowledge receipt of this transmittal on the duplicate copy enclosed and our courier will pick up the date-stamped duplicate copy at the time of filing.

Sincerely,



Enclosures

ExxonMobil Pipeline Company
800 Bell Street, Room 795K
Houston, Texas 77002
(713) 656-6885 Telephone
(713) 656-9586 Facsimile
Confidential

Jeff Ray
TAPS Coordinator
Business Development & Joint Interest Department

ExxonMobil
Pipeline

November 30, 2000

Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Oil Pipeline Tariffs

Re: TRANSMITTAL NO. 17

The accompanying ExxonMobil Pipeline Company (EMPCo) tariff is sent to you for filing in accordance with the requirements of the Interstate Commerce Act, to be effective January 1, 2000, and bearing:

Supplement No. 2 to F.E.R.C. Tariff No. 6


In compliance with the TAPS Quality Bank Methodology, Supplement No. 2 to FERC Tariff No. 6 decreases the Gravity Differential Value Per Barrel in Item No. 160-B to \$0.0167 for each one-tenth degree API Gravity effective January 1, 2001. A copy of the Mitchell & Mitchell report that includes calculations and supporting data for the determination of the revised gravity differential is enclosed.

Please call A. J. Signater at (713) 656-4968 or Jeff Ray at (713) 656-6885 if you have any questions or require additional information. Pursuant to 18 CFR, Part 343.3(a), EMPCo requests that any protests or complaints which affect this publication in any way be transmitted to Mr. Ray concurrent with their filing/issuance via facsimile at (713) 656-9586.

I hereby certify that I have on or before this day sent one copy of each publication listed hereon to each subscriber thereto by first-class mail, or by other means of transmission requested by the subscriber.

This filing is being hand-delivered to FERC. Please acknowledge receipt of this transmittal on the duplicate copy enclosed and our courier will pick up the date-stamped duplicate copy at the time of filing.

Sincerely,



Enclosures

ExxonMobil Pipeline Company

LOCAL TARIFF

Containing

RULES AND REGULATIONS

**Governing the Transportation of
Petroleum by ExxonMobil Pipeline Company Through
the Trans Alaska Pipeline System and
Loading on Vessels Bound for
Destinations Outside Alaska**

The rules and regulations published herein apply only under tariffs making specific reference by number to this tariff; such reference will include supplements hereto and successive issues hereof. Specific rules and regulations published in individual tariffs will take precedence over rules and regulations published herein.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: DECEMBER 1, 2000

EFFECTIVE: JANUARY 1, 2001

**Issued by:
R. A. RABINOW, President
ExxonMobil Pipeline Company
P. O. Box 2220
Houston, Texas 77252-2220**

Compiled By:
**R. C. Luckner
P. O. Box 2220
Houston, Texas 77252-2220
(713) 656-5419**

Item No. 160-B cancels Item No. 160-A QUALITY ADJUSTMENTS. Shippers shall be debited and/or credited for all adjustments as provided for in this Item with respect to all Petroleum shipped. The calculation of Shipper's debits and credits shall be made for each Month as required herein. The credit and debit balances for each accounting shall be adjusted among Shipper and all shippers in TAPS by collecting funds from those shippers (including Shipper, if applicable) having debit balances and by thereafter remitting funds collected to the shippers (including Shipper, if applicable) having credit balances. In the event of delay in collection or inability to collect from one or more shippers for any reason, only adjustment funds and applicable interest charges actually collected shall be distributed *pro rata* to shippers having credit balances. A Monthly accounting shall be rendered to Shipper after the end of each Month.

(a) Methodology.

Shipper authorizes Carrier or its designee to compute adjustments among all shippers in TAPS for quality differentials arising out of TAPS common stream operation. Shipper agrees to pay Carrier or its designee the adjustment due from Shipper determined in accordance with the procedures set out in this Item.

The procedures for making Quality Bank calculations and determining Quality Bank adjustments among shippers are specified in detail in this Item, as supplemented by the TAPS Quality Bank Methodology set forth in Carrier's FERC Tariff No. 7, supplements thereto, and successive issues thereof, which is incorporated herein by reference. This Item and the TAPS Quality Bank Methodology are filed in compliance with the Order on Rehearing issued February 11, 1994, by the Federal Energy Regulatory Commission in Docket Nos. OR89-2-004 *et al.* and in the Order Adopting with Changes Federal Energy Regulatory Commission Order on Rehearing issued February 16, 1994, by the Alaska Public Utilities Commission in Docket Nos. P-89-1 *et al.*

At the close of each Month, Carrier or its designated Quality Bank Administrator shall compute adjustments calculated as follows:

1. **Pump Station No. 1 Adjustment** — An adjustment based on the difference between the Quality Bank Value of Pump Station No. 1 Base Petroleum during a Month and the Quality Bank Value of Petroleum received into TAPS at Pump Station No. 1 for a Shipper during the same Month shall be calculated as follows:
 - (i) the Quality Bank Value per Barrel of each stream received into TAPS at Pump Station No. 1 during the Month for a Shipper shall be determined by summing the Quality Bank Values of each component of one Barrel of that stream as determined in accordance with the TAPS Quality Bank Methodology.
 - (ii) the Quality Bank Value per Barrel of the Pump Station No. 1 Base Petroleum for the Month shall be determined by multiplying the Quality Bank Value per Barrel of each stream received into TAPS at Pump Station No. 1 during that Month by the number of Barrels of that stream received into TAPS at Pump Station No. 1 during that Month, summing the products so obtained and dividing the total by the number of Barrels of Petroleum received into TAPS at Pump Station No. 1 during that Month.
 - (iii) if the Quality Bank Value per Barrel of the Pump Station No. 1 Base Petroleum for any Month is greater than the Quality Bank Value per Barrel of a stream of Petroleum received into TAPS at Pump Station No. 1 during the same Month for a Shipper, such Shipper shall be debited an amount calculated by multiplying such difference by the number of Barrels of such Petroleum received into TAPS for such Shipper at Pump Station No. 1 during that Month.

- (iv) if the Quality Bank Value per Barrel of Pump Station No. 1 Base Petroleum for any Month is less than the Quality Bank Value per Barrel of a stream of Petroleum received into TAPS at Pump Station No. 1 during the same Month for a Shipper, such Shipper shall be credited an amount calculated by multiplying such difference by the number of Barrels of such Petroleum received into TAPS for such Shipper at Pump Station No. 1 during that Month.
- 2. **Connection Adjustment** — An adjustment based on the difference between the Quality Bank Value of any Connection Base Petroleum during a Month and the Quality Bank Value of a Shipper's Petroleum commingled at that Connection during the same Month shall be calculated as follows:
 - (i) the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at a Connection during the Month shall be determined by summing the Quality Bank Values of each component of one Barrel of that Petroleum as determined in accordance with the TAPS Quality Bank Methodology.
 - (ii) the Quality Bank Value per Barrel of any Connection Base Petroleum for the Month shall be the Weighted Average Quality Bank Value of (1) the Petroleum entering TAPS at a Connection during the Month and (2) the Petroleum in TAPS just upstream of the point of entry into TAPS at that Connection during the Month.
 - (iii) if the Quality Bank Value per Barrel of any Connection Base Petroleum for any Month is greater than the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at that Connection during the same Month, such Shipper shall be debited an amount calculated by multiplying such difference by the number of Barrels of such Shipper's Petroleum commingled at that Connection during that Month.
 - (iv) if the Quality Bank Value per Barrel of any Connection Base Petroleum for any Month is less than the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at that Connection during the same Month, such Shipper shall be credited an amount calculated by multiplying such difference by the number of Barrels of such Shipper's Petroleum commingled at that Connection during that Month.
- 3. **Valdez Terminal Gravity Adjustment** — An adjustment based on the difference between the Weighted Average Gravity of the Valdez Terminal Base Petroleum and the Weighted Average Gravity of Petroleum received out of the Valdez Terminal by a Shipper shall be calculated as follows:
 - (i) if the Weighted Average Gravity of the Valdez Terminal Base Petroleum for any Month is greater than the Weighted Average Gravity of Petroleum received out of the Valdez Terminal during the same Month by a

Shipper, such Shipper shall be credited an amount calculated by multiplying such difference by the Gravity Differential Value per Barrel and multiplying that total by the number of Barrels of such Petroleum received out of the Valdez Terminal during that Month by such Shipper.

- (i) if the Weighted Average Gravity of the Valdez Terminal Base Petroleum for any Month is less than the Weighted Average Gravity of Petroleum received out of the Valdez Terminal during the same Month by a Shipper, such Shipper shall be debited an amount calculated by multiplying such difference by the Gravity Differential Value per Barrel and multiplying that total by the number of Barrels of such Petroleum received out of the Valdez Terminal during that Month by such Shipper
- (ii) Beginning [W] JANUARY 1, 2001, the Gravity Differential Value Per Barrel is established at [D] \$0.0167 for each one-tenth degree API Gravity (0.1° API).

(b) General Provisions.

In addition to the adjustments described in this Item, Shipper agrees to pay Carrier or its designee a per Barrel charge to reimburse Carrier for the costs of administering the adjustments among shippers under this Item.

In the event any payment is made to Shipper hereunder and it is subsequently determined by any Federal or state court, administrative agency or other governmental entity having jurisdiction that no other Shipper was liable for the adjustment for which payment was made, Shipper receiving such payment shall upon receipt of an accounting from Carrier return the same to Carrier or its designee. Carrier shall promptly utilize same to reimburse all shippers who made such payments.

All payment due from Shipper under this Item shall be made by Shipper within 20 days of receipt of each accounting and, for any delay in payment beyond such 20-day period, shall bear interest calculated at an annual rate equivalent to 125% of the prime rate of interest of Citibank N.A. of New York, New York, on ninety-day loans to substantial and responsible commercial borrowers as of the date of accounting.

If Shipper fails to make payment due hereunder within 30 days of issuance of each accounting, Carrier shall have the right to sell at public auction either directly or through an agent at any time after such 30-day period any Petroleum of Shipper in its custody. Such auction may be held on any day, except a legal holiday, and not less than 48 hours after publication of notice of such sale in a daily newspaper of general circulation published in the town, city or general area where the sale is to be held, stating the time and place of sale and the quantity and location of Petroleum to be sold. At said sale Carrier shall have the right to bid, and, if it is the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will deduct all payments due and expenses incident to said sale, and the balance of the proceeds of the sale remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

Carrier and its designee are authorized by Shipper to received through measurement, connecting carriers or otherwise all information and data necessary to make the computations under this Item. Shipper will furnish Carrier or its designated Quality Bank Administrator, and consents to Carrier or its designated Quality Bank Administrator acquiring from other carriers or other persons, any additional information and data necessary to make the computations under this Item. Shipper also consents to Carrier or its agents disclosing to the designated Quality Bank Administrator all information and data necessary to make the computations under this Item. The name and address of Carrier's designated Quality Bank Administrator will be made available upon written request to Carrier.

Adjustment payments and administrative costs in this Item are not a part of Carrier's transportation tariff rates, and such shall not be an offset or other claim by Shipper against sums due Carrier for transportation or other charges, costs, or fees due or collected under Carrier's tariffs.

EXPLANATION OF REFERENCE MARKS

[W] Change in wording only

[D] Decrease

ExxonMobil Pipeline Company

LOCAL TARIFF

Containing

RULES AND REGULATIONS

**Governing the Transportation of
Petroleum by ExxonMobil Pipeline Company Through
the Trans Alaska Pipeline System and
Loading on Vessels Bound for
Destinations Outside Alaska**

The rules and regulations published herein apply only under tariffs making specific reference by number to this tariff; such reference will include supplements hereto and successive issues hereof. Specific rules and regulations published in individual tariffs will take precedence over rules and regulations published herein.

All rates, rules, and regulations have been brought forward unchanged from Exxon Pipeline Company's F.E.R.C. No. 489, as supplemented, as per ExxonMobil Pipeline Company's Adoption Notice F.E.R.C. No. 1.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: JANUARY 31, 2000

EFFECTIVE: MARCH 2, 2000

Issued by:
R. A. RABINOW, President
ExxonMobil Pipeline Company
P. O. Box 2220
Houston, Texas 77252-2220

Compiled By:
W. A. Sawyer
P. O. Box 2220
Houston, Texas 77252-2220
(713) 656-8115

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RULES AND REGULATIONS

Item No. 5. DEFINITIONS.

"Actual Arrival Time" – the time according to Valdez, Alaska, local time that a Vessel communicates its readiness to commence loading after entering the Prince William Sound Vessel Traffic Service Area or an area subsequently designated by Carrier.

"Barrel" – 42 United States standard gallons of Petroleum at a temperature of 60° Fahrenheit provided that, unless otherwise specifically stated, Barrel shall be a volumetric measure, with no adjustment for characteristics of Petroleum that affect throughput (such as gravity and viscosity).

"Business Day" – a Day that is Monday through Friday of any week excluding observed holidays.

"Carrier" – ExxonMobil Pipeline Company.

"Carrier Business Day" – a regularly scheduled work Day for Carrier's scheduling department.

"Connection" – a connection to the System (other than at Pump Station No. 1) for the purpose of receiving Petroleum into the System.

"Connection Base Petroleum" – the Petroleum resulting from the commingling of (1) the Petroleum entering the System at a Connection and (2) the Petroleum in the System just upstream of the point of entry into the System at that Connection.

"Date of Commissioning" – July 31, 1977.

"Day" – the period of time commencing at 0000 hours of one day and running until 2400 hours on the same day according to Valdez, Alaska, local time.

"Decreased Nomination" – a Nomination that reduces the number of Barrels previously nominated to Carrier by a Shipper.

"Gravity" – the gravity of Petroleum expressed in API degrees at 60° Fahrenheit.

"Gravity Differential Value Per Barrel" – the gravity differential value as established or revised under Item No. 145.

"Increased Nomination" – a Nomination that increases the number of Barrels previously nominated to Carrier by a Shipper.

"Lifting Schedule" – the schedule of Vessels and liftings as established under Item No. 125 or revised pursuant to Item No. 130.

"Month or Monthly" – a calendar month commencing at 0000 hours on the first day thereof and running until 2400 hours on the last day thereof according to Valdez, Alaska, local time.

"Nomination" – See definition of "Tender" below.

"Operator" – Alyeska Pipeline Service Company.

"Operator Business Day" – a regularly scheduled work Day for Operator's scheduling department.

"Petroleum" – unrefined liquid hydrocarbons including gas liquids. Any references to crude oil shall mean Petroleum as defined herein.

"Pump Station No. 1" – the pump station facilities near Prudhoe Bay, Alaska, where Petroleum is received into the System.

"Pump Station No. 1 Base Petroleum" – the Petroleum stream resulting from deliveries into the System at Pump Station No. 1 by all shippers in the System.

"Scheduled Arrival Day" – the Day, stated in the Lifting Schedule, that a Vessel is scheduled to enter the Prince William Sound Vessel Traffic Service Area or an area subsequently designated by Carrier.

"Shipper" – a party who tenders Petroleum to Carrier for transportation and thereafter actually delivers Petroleum to Carrier for transportation.

"System" – the Trans Alaska Pipeline System.

"System Capacity" – the capacity in the System to be allocated by Operator to the TAPS Carriers in accordance with the Amended and Restated Agreement for the Operation and Maintenance of the Trans Alaska Pipeline System, a copy of which will be provided upon request to any Shipper.

"Tender" or "Nomination" – a written offer (in form and content specified by Carrier) made by a Shipper to Carrier of a stated quantity of Petroleum for transportation from a specified origin to a specified destination and supplemental information related to receipt or lifting of same at destination, all in accordance with Carrier's applicable tariff or tariffs.

"Valdez Terminal" – the System terminal at Valdez, Alaska.

"Valdez Terminal Base Petroleum" – the Petroleum delivered out of Valdez Terminal.

"Vessel(s)" – any tanker, tank ship or vessel scheduled to call or calling at Valdez, Alaska, to load Petroleum transported through the System.

"Volume" – quantity expressed in Barrels.

"Week" or "Weekly" – seven consecutive days commencing on Monday at 0000 hours and running until 2400 hours on the next succeeding Sunday according to Valdez, Alaska, local time.

"Weighted Average" – an average calculated on a Volume weighted basis.

"Working Capacity" – the total capacity of all operational tanks at Valdez, Alaska, for the handling of Petroleum pending delivery out of the system into Vessels, between the top of the suction/fill tank nozzle and 3 feet 9 inches below the top of each tank, less the capacity, as determined by Carrier, required to move Petroleum out of the pipeline to prevent the internal pressure in the pipeline from exceeding design limits in the event of a shutdown. Reference to Carrier's Working Capacity means only Carrier's owned share.

Item No. 10. COMMODITY. Carrier will transport Petroleum exclusively and will not accept any other commodity for transportation.

Item No. 15. SPECIFICATIONS AS TO QUALITY. Carrier reserves the right to reject any Petroleum for transportation if (a) it contains more than thirty-five one hundredths of 1% (0.35%) by volume of sediment and water, (b) its temperature exceeds 142° Fahrenheit, (c) its hydrogen sulfide (H_2S) content in solution exceeds fifty (50) parts per million by weight, and (d) the hydrogen sulfide (H_2S) content, in solution in the calculated combined stream of Petroleum of any Shipper at any given entry point in the System, at any given time exceeds ten (10) parts per million by weight or (e) the vapor pressure in the calculated combined stream of Petroleum of any Shipper at any given entry point in the System at any given time exceeds the greater of atmospheric pressure or 14.7 psia at receipt temperature. The limits specified in (d) and (e) above shall only apply when at the same time and same entry point, either the hydrogen sulfide (H_2S) content in solution or the vapor pressure of the calculated combined stream of Petroleum in the custody of Carrier in the System would exceed the limits specified in (d) and (e) above. In calculating each such characteristic of the calculated combined stream of Petroleum at any given entry point in the System, only Petroleum delivered into the System at that point and all points upstream shall be considered. In no event will Petroleum be accepted for transportation unless its gravity, viscosity, pour point, vapor pressure, temperature, and all other characteristics are such that it is suitable for refining or use as a fuel and is readily susceptible to safe and efficient transportation through the System. Carrier reserves the right to reject any and all Petroleum shipments whose gravity, viscosity, and/or other characteristics are such that it will damage the quality and/or value of other shipments unless, at the time such Petroleum is tendered, just and reasonable monetary adjustments for differences in the quality or value of such Petroleum and the Petroleum then being transported in the System are provided for in this tariff.

Item No. 20. TENDERING NEW GRADE OF PETROLEUM. A Shipper tendering Petroleum to Carrier from a producing reservoir or processing plant from which Petroleum has not previously been accepted for transportation in the System, shall notify Carrier of the date shipments will commence and shall furnish an assay of such Petroleum to Carrier at least sixty (60) days prior to the date the Shipper desires to commence shipment of such Petroleum. If Petroleum offered for transportation differs materially in character from that being transported in Carrier's pipeline, then it will be transported, if at all, only under such terms as the Carrier and Shipper may agree.

Item No. 25. TITLE, PETROLEUM INVOLVED IN LITIGATION. By tendering Petroleum, the Shipper warrants and guarantees that the Shipper has good title thereto and agrees to hold Carrier harmless from any and all loss, cost, liability, damage, and/or expense resulting from disputes, encumbrances or failure of title thereto; but Carrier's acceptance of Petroleum for transportation shall not be deemed a representation by Carrier as to the title of the Petroleum accepted. Shipper further warrants that all Petroleum tendered to Carrier has been produced and handled in accordance with the laws of the State in which produced and of the United States and the orders, rules, and regulations of all regulatory agencies, State and Federal, having jurisdiction. Carrier shall have the right to reject any Petroleum tendered for transportation which may be involved in litigation or the title of which may be in dispute, or which may be encumbered by lien or charge of any kind. In the alternative and at Carrier's option, Carrier may either require of the Shipper satisfactory evidence of its perfect and unencumbered title or a satisfactory indemnity bond to protect Carrier.

Item No. 30. IDENTITY OF PETROLEUM. All Petroleum transported through the System will be subject to intermixing with other Petroleum in the System. Petroleum accepted for transportation shall be subject to such changes in gravity, quality, or other characteristics as may result from its mixture with other Petroleum in the System. Carrier will be under no obligation to deliver the identical Petroleum received and reserves the right to make deliveries out of common stock.

Item No. 35. TRANSFER OF TITLE. Carrier will not recognize, nor account for, transfers of title to Petroleum while in the System.

Item No. 40. GAUGING, MEASUREMENTS, AND TESTS. Petroleum accepted for transportation through the System and Petroleum delivered from the System will be measured and tested by Carrier or its representative prior to, or at the time of its receipt or delivery. Its Volume will be determined at Carrier's option either by meters, by tank gauges, or other methods acceptable in the industry. The Volumes so determined will be corrected by calculation from observed temperatures to sixty degrees (60°) Fahrenheit and reduced by the full amount of sediment, water, and other impurities as ascertained from tests in accordance with accepted API and ASTM practices.

Item No. 45. DEDUCTIONS FROM QUANTITIES DELIVERABLE. Carrier shall account to each Shipper for Petroleum received. Any loss in excess of 4,000 barrels from the working tanks at Valdez due to a single identifiable event, to the extent experienced by Carrier, will be allocated to Shippers in the proportion that each Shipper's Petroleum then in custody of Carrier in such working tanks bears to all Shippers' Petroleum in the custody of Carrier in such working tanks at the beginning of the Day the loss occurs. Any other shortages or losses and any gains experienced by Carrier will be allocated among the Shippers in the proportion that the total Barrels delivered by Carrier from the System for each Shipper bears to the total number of Barrels delivered by Carrier from the System for all Shippers during the calendar Month the loss, shortage, or gain occurs. Only such portion of a Shipper's Petroleum as may remain after deduction of its allocated part of such net losses and shortages shall be deliverable from the System. Deductions for such losses and shortages and additions for any gains will initially be made on the basis of estimates and adjusted to actual at the end of each calendar Month. Carrier will not be liable for any such net losses and shortages except as provided in Item No. 85.

Item No. 50. SHIPPER'S PETROLEUM USED FOR FUEL. A Shipper's Tender of Petroleum to Carrier and Carrier's acceptance of such Petroleum for transportation through the System shall be on the condition that Carrier may without payment or liability to Shipper withdraw such Volumes from each Shipper's Petroleum, or make extractions therefrom as may be required for Carrier's use as fuel in the operation of the System. Any withdrawals of or extractions from Shipper's Petroleum by Carrier for such purpose will be allocated to all Shippers in the proportion that the total Barrels delivered by Carrier from the System for each Shipper bears to the total number of Barrels delivered by Carrier from the System for all Shippers during the calendar Month the Volumes are withdrawn or extracted. Only such portion of a Shipper's Petroleum as may remain after deduction of its allocated part of such withdrawals or extractions shall be deliverable from the System to the Shipper or any consignee. Deductions for such withdrawals or extractions will initially be made on the basis of estimates and adjusted to actual at the end of each calendar Month.

Item No. 55. LINE FILL AND TANK BOTTOM INVENTORY. Either prior to or after the acceptance of Petroleum for transportation through the System, Carrier may, upon reasonable notice, require each Shipper to provide a pro rata part of the Volume of Petroleum necessary for pipeline fill, unavailable stocks below tank connections, and reasonable additional minimum quantities required for the efficient operation of the System. Petroleum provided by a Shipper for this purpose may be withdrawn from the System only with the prior approval of Carrier or after reasonable notice of such Shipper's intention to discontinue shipment in the System pursuant to Carrier's applicable tariff or tariffs.

Item No. 60. APPLICATION OF RATES. Petroleum accepted by Carrier for transportation shall be subject to Carrier's rates in effect on the date of the receipt of the Petroleum by Carrier into the System, irrespective of the date of the Tender. The withdrawal of Petroleum provided by a Shipper for line fill and tank bottoms shall be subject to the payment of Carrier's applicable rates from the initial point of origin in effect on the date of its withdrawal.

Item No. 65. PAYMENT OF TARIFF CHARGES. The Shipper shall pay all applicable transportation charges and all other lawful charges and fees accruing under Carrier's applicable tariff or tariffs or as required by law on the net Volumes of Petroleum delivered at destination by Carrier. All such charges and fees shall be due upon delivery at destination; however, Carrier reserves the right to require any Shipper to pay such charges and fees before delivery of Shipper's Petroleum at destination. Carrier shall have a lien on all Petroleum tendered to Carrier for transportation through the System to secure the payment of any and all unpaid transportation charges and other lawful charges and fees that are due on any Petroleum and any amounts paid by Carrier on behalf of Shipper that are unpaid by Shipper. Carrier may withhold from delivery any Petroleum of Shipper in Carrier's custody until all unpaid charges, fees, and other amounts owed Carrier have been paid. If said charges remain unpaid ten (10) days after the due date specified in Carrier's invoice, such amounts shall, from the due date until paid, bear interest calculated at an annual rate equivalent to 125% of the prime rate of interest as of the date of delivery charged by the Citibank N.A. of New York, New York, on ninety (90) day loans to substantial and responsible commercial borrowers. If the invoice is not paid within thirty (30) days from the due date specified in Carrier's invoice, Carrier shall have the right, either directly or through an agent, at any time after such thirty (30) day period to sell any Petroleum of such Shipper in its custody at public auction, on any day not a legal holiday, not less than 48 hours after publication of notice of such sale in a daily newspaper of general circulation published in the town, city, or general area where the sale is to be held, stating the time and place of sale and the quantity and location of Petroleum to be sold. At said sale Carrier shall have the right to bid, and, if it is the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will deduct all transportation charges, other charges, fees, interest, and all other amounts due to Carrier, including expenses incident to said sale, and the balance of the proceeds of the sale remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

Item No. 67. ADDITIONAL CHARGES TO BE INCURRED BY SHIPPER. Carrier shall have no responsibility for costs or expenses incurred by or related to Shipper's vessels, including without limitation, port dues, tug charges, pilotage expenses and any demurrage charges assessed by the owner of any vessel scheduled by Shipper, which is delayed at the Valdez Terminal or elsewhere, irrespective of the cause of the delay. No vessel owner or Shipper will have any claim on Carrier for such costs, expenses or charges.

Item No. 70. ORIGIN AND DESTINATION FACILITIES. Carrier will accept Petroleum only at designated points and from facilities acceptable to Carrier and only when the Shipper or any consignee has provided, or made arrangements satisfactory for Carrier to provide, without cost to Carrier, the necessary facilities for Carrier to receive the Petroleum into the System and the necessary Vessels or facilities for receiving the Petroleum as it arrives at destination and, if appropriate, accumulates at destination in sufficient Volumes for delivery to Shipper or any consignee. Petroleum accepted for transportation to destinations other than for loading on Vessels at Valdez, Alaska, will be delivered only into pipelines, tanks, or other facilities which are provided or arranged for by Shipper. Carrier will determine and advise Shippers of the size and capacity of pipelines, tanks, or other facilities to be provided at point of delivery to meet the operating conditions of the System at such point. If a Shipper, any consignee or a connecting Carrier is not able for any reason to receive Petroleum from Carrier at any such destination at the time when Carrier has scheduled a delivery, then Carrier shall have the right at Shipper's expense, to transport such Petroleum to Valdez, Alaska. If the Shipper of any such Petroleum is unable to accept delivery of any such Petroleum at Valdez, Alaska, within fifteen (15) days, Carrier, either directly or through an agent, shall have the right upon seventy-two (72) hours notice to Shipper to sell such Petroleum to the first available purchaser at the best price obtainable; to deduct from the proceeds thereof transportation charges and other charges, fees, the expenses incurred in making the sale and other amounts which are due or would be due had delivery been made to Shipper; and to hold the balance of such proceeds for whomsoever may be entitled thereto.

Item No. 75. EVIDENCE OF RECEIPTS AND DELIVERIES. Petroleum received from or delivered to a Shipper or any consignee shall, in each instance, be documented by tickets showing volumes, temperature, sediment and water, and any other data essential to the determination of quantity and quality. Unless waived, such tickets shall be jointly signed by representatives of Carrier and the Shipper or any consignee, as appropriate, and shall be conclusive evidence of the Petroleum received or of the Petroleum delivered, as the case may be. Failure of the Shipper or any consignee to have a representative present shall constitute a waiver and the Shipper shall be bound by the information and data on such tickets.

Item No. 80. LIABILITY OF CARRIER. Carrier shall not be liable for any loss or shortage of Petroleum in its custody; damage thereto; or delay caused by fire, storm, flood, epidemics, Act of God, riots, strikes, insurrection, rebellion, war, act of the public enemy, quarantine, the authority of law, requisition or necessity of the Government of the United States in time of war, or default of Shipper or Shipper's consignee, or any other cause not due to the sole negligence of Carrier.

Item No. 85. CLAIMS, SUITS, AND TIME FOR FILING. As a condition precedent to recovery of any losses or damages suffered by Shipper for which Carrier may be responsible, the Shipper's claims must be filed in writing with Carrier within nine (9) months and one (1) day after delivery of shipment, or in case of failure of Carrier to make delivery, within nine (9) months and one (1) day after delivery should have been made based upon operating conditions and transit times or in accordance with the Lifting Schedule; and suits will be instituted against Carrier only within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. If claims are not filed or suits are not instituted thereon, in accordance with the foregoing provisions, Carrier shall not be liable and such claims will not be paid.

Item No. 90. PROCEDURES FOR TENDERING, SCHEDULING AND REVISING MONTHLY NOMINATIONS.

1. a. No later than 2400 hours Valdez, Alaska time on the fifth (5th) Carrier Business Day of each Month, a Shipper shall furnish to Carrier the written Tender of the daily Volumes of shipments that Shipper desires to ship in Carrier's System Capacity during the next succeeding Month. Tenders may be submitted by facsimile or other written means of communication and will be valid when received. Carrier may consider for acceptance an Increased Nomination or Decreased Nomination submitted by Shipper after 2400 hours Valdez, Alaska time on the fifth (5th) Carrier Business Day of each Month.
- b. To the extent practicable, Carrier will notify Shipper of the extent to which its Nomination has been accepted by noon Valdez, Alaska time on the latter of (a) the sixth (6th) Carrier Business Day of the Month prior to the Month in which the Nomination is to be effective, or (b) the next successive Carrier Business Day following receipt of Nomination.
- c. Prior to the fifth (5th) Carrier Business Day of each Month, Carrier will notify Shipper of the Carrier's System Capacity that is estimated by Operator to be available to Carrier for the next succeeding Month. Any prospective Shipper seeking such information may obtain it upon request to Carrier's products movements coordinator at (713) 656-2044.
2. Beginning as of 2400 hours Valdez, Alaska time on the fifth (5th) Carrier Business Day of the Month and ending as of 2400 hours Valdez, Alaska time on the fifteenth (15th) Day of the Month prior to the Month in which the Nomination is to be effective (or, if the fifteenth (15th) Day is not an Operator Business Day, then on the next succeeding Operator Business Day), any Increased Nomination or Decreased Nomination accepted by Carrier will become effective when Carrier notifies Shipper of Carrier's acceptance of such Increased Nomination or Decreased Nomination.
3. Beginning as of 2400 hours Valdez, Alaska time on the fifteenth (15th) Day of the Month prior to the Month in which the Nomination is to be effective (or, if the fifteenth (15th) Day is not an Operator Business Day, then on the next succeeding Operator Business Day), the following procedures will apply. An Increased Nomination accepted by Carrier will be effective at 0000 hours Valdez, Alaska time on the latter of (a) the Day Shipper proposes in its Nomination, (b) a Day that begins after four (4) Operator Business Days have elapsed since Carrier accepted the Increased Nomination, and c) the Day Operator determines that the Barrels Shipper proposes to Tender are not nominated to another carrier. A Decreased Nomination accepted by Carrier will be effective at 0000 hours Valdez, Alaska time on the latter of a) the Day Shipper proposes in its Nomination, (b) a Day that begins after six (6) Operator Business Days have elapsed since Carrier accepted the Decreased Nomination, and c) the Day Operator determines that the Barrels Shipper proposes not to Tender to Carrier are properly nominated to another carrier.

Item No. 95. TENDERS GREATER THAN SYSTEM CAPACITY.**1. Apportionment of Carrier's System Capacity**

When there shall be offered to Carrier more Petroleum than can be transported, Carrier's available System Capacity shall be apportioned among all Shippers so as to avoid discrimination. Each Month or other applicable Tender period for which the total Volume of all Shippers' validated schedules of shipments exceed Carrier's System Capacity, each Shipper will initially be allotted a share of Carrier's estimated System Capacity, subject to adjustment upward or downward when actual System Capacity is determined, in the same percentage by which actual System Capacity varies from previously estimated System Capacity. Each Shipper's share will be determined by multiplying Carrier's estimated System Capacity by a fraction, the numerator of which is the Volume of that Shipper's validated schedules of shipments and the denominator of which is the total Volume of all Shipper's validated schedules of shipments. (See special provision regarding intrastate Shippers in next paragraph hereafter.)

Carrier will not recognize for apportionment purposes: (1) the Volume of any schedule of shipments which exceeds Carrier's estimated System Capacity or its capacity in any portion of the System to be utilized in handling the Volumes scheduled or (2) the Volume of any schedule of shipments which Carrier is unable to validate (as described in Item No. 105).

2. Percentage Limitation of Intrastate Barrels

Any Shipper tendering for intrastate shipment to Carrier is required to advise the total volume being tendered to all TAPS carriers for each intrastate movement for the Month being tendered. Carrier may limit its obligation to transport crude oil tendered as part or all of a specific intrastate movement at any origin point on the System to a percentage of the total Volume of that movement tendered to all carriers owning an interest in the System. Such percentage may not be less than Carrier's then undivided interest in the System. Carrier is not prohibited from transporting more than said percentage by this rule. Any apportionment of Carrier's System Capacity pursuant to Item No. 95(1) must be applied to the entire Tender before the percentage limitation in Item No. 95 (2) is applied. If the applicable percentage Volume of the Tender resulting from the procedure in Item No. 95(2) is a larger Volume than the Volume resulting from apportionment under Item No. 95(1), the smaller Volume may be transported.

- A. If the total Volume of interstate and intrastate barrels tendered to Carrier is greater than Carrier's estimated System Capacity, then Carrier may prorate intrastate Tenders to equal Carrier's percentage of ownership in the System multiplied by the total of all intrastate volumes tendered to all carriers by a Shipper. The intrastate Tenders thus prorated will be accepted by Carrier.
- B. B. The intrastate Tender Volumes as determined in A. above will be added together and the total subtracted from Carrier's estimated System Capacity to determine portion of estimated System Capacity to be allotted to interstate Shippers.
- C. C. The System Capacity allotted to interstate Shippers, as determined in B. above, will be prorated to interstate Shippers in the usual manner.

Item No. 100. PUMPABILITY FACTORS. Shippers are advised that Carrier, when prorating its allotment of System Capacity to each Shipper for each grade of crude tendered, will utilize relative Pumpability Factors. The Volumes for each grade of crude transported in TAPS by Carrier will be converted to Volumes of equivalent "standard crude" before proration calculations are made. After the proration calculations are made, the allotted Volume of standard crude equivalent will be converted back to actual Volumes of individual crude grades in reports and accounting to the Shipper.

"Standard Crude" is defined as petroleum having the same characteristics which affect throughput as is calculated to result from aggregating the petroleum transported by all TAPS Carriers during the Month for which the calculation is made. Alternatively, a specific crude transported in the system during the Month may be designated as a standard crude.

Item No. 105. VALID TENDERS. Carrier does not permit over-tendering. In order that estimated System Capacity may be prorated among all Shippers without discrimination, Shippers shall submit valid and realistic Tenders and schedules of shipments which do not exceed either the volume of petroleum expected to be available for shipment or Carrier's estimated System Capacity. Carrier reserves the right to take any of the following actions if Carrier reasonably believes that a Shipper: a) Has tendered an amount of Petroleum that exceeds the Volume of Petroleum which will actually be available at the point of origin, b) Does not have unencumbered title to the Petroleum being tendered, c) Has previously withdrawn all or part of an accepted Tender from Carrier without acceptance by Carrier of such Decreased Nomination, d) Has, individually or through the use of multiple entities, tendered Petroleum in excess of Carrier's estimated System Capacity, e) Has tendered the same Petroleum to Carrier and to one or more other carriers, f) Has failed to comply with Carrier's Rules and Regulations, or g) Has failed to provide Carrier with required information in a timely manner:

- A. Require an affidavit from Shipper stating under oath that the tender is valid.
- B. Reduce Shipper's Tender to an amount Carrier believes to be the amount of Petroleum which will actually be available at the point of origin for the Tender.
- C. Reduce Shipper's Tender by the number of Barrels that Carrier accepted that were also tendered to another Carrier.
- D. Reject the entire Tender for the Tender Period.

Item No. 110. TENDERS LESS THAN CARRIER SYSTEM CAPACITY. If the total of all Tenders received is less than Carrier's estimated System Capacity, all Tenders are accepted in full, except that the acceptance of a Tender for intrastate movement may be limited to a percentage (equal to Carrier's ownership percentage in the System) of the total oil being tendered by the Shipper to all TAPS Owners for the specific intrastate movement in accordance with Item No. 95. After acceptance of Tenders, Carrier will advise Shippers of the amount of remaining System Capacity available ("Remaining System Capacity"). Remaining System Capacity will be allocated as follows:

- A. If Remaining System Capacity on Carrier's System is less than 100,000 barrels per day, Carrier will accept Tenders on a first come, first serve basis until all System Capacity is fully scheduled. Thereafter, no further Tenders will be accepted.
- B. If Remaining System Capacity on Carrier's System is 100,000 barrels a day or greater, carrier will accept Tenders for such Remaining System Capacity for a 24-hour period to commence upon notification by Carrier of such Remaining System Capacity to shippers.

Item No. 115. UNDER NOMINATIONS. No person or entity may deliver to the System Petroleum that has not been nominated to and accepted by Carrier or another carrier. If by 2400 hours of the fifteenth (15th) Day of a Month (or, if that Day is not a an Operator Business Day, then of the first Operator Business Day thereafter) there is Petroleum scheduled to be delivered to the System in the coming Month that has not been nominated and accepted by Carrier or another carrier, Operator will notify the owner of such Petroleum at least one Operator Business Day before the deadline by which such owner must nominate the Petroleum to Carrier or to another carrier that has available System Capacity through a revised nomination. If, notwithstanding Operator's notice, the Petroleum is not nominated but is delivered to the System, such Petroleum shall be deemed to be the property of Carrier and the other carriers, and the prior owner shall have no further ownership interest in the Petroleum.

Item No. 120. SCHEDULING OF VESSELS AND LIFTINGS. Any Shipper expecting to commence lifting at the Terminal for the first time shall provide a one-Week notice prior to submitting the four-Week schedule required by this section. In addition to the requirements imposed by the immediately preceding sentence, each Shipper will advise Carrier of the schedule of Vessels it expects to call at the Terminal during the ensuing four-Week period, specifying for each Vessel scheduled for the first Week of such four-Week schedule and to the extent possible for the last three Weeks, the Volume to be lifted, name, Scheduled-Arrival Day, and such other information as required by the Port Information Manual. Any conflicts in the Lifting Schedule will be resolved as required for the most efficient operation of the System.

Item No. 125. REVISION OF LIFTING SCHEDULE. Any changes or Vessel substitution may be made to the Lifting Schedule by any Shipper upon written notice to the Carrier at least seven (7) days in advance of a scheduled lifting subject to dock assignments and scheduling priorities. Changes or vessel substitution with less than seven (7) days' written notice may be made provided such changes or Vessel substitution will not adversely affect any other Shipper's scheduled lifting, unless such other Shipper's prior written consent is obtained, and the changes or substituted Vessel complies with the Port Information Manual.

Item No. 130. DOCKS. Vessels will be assigned dock space by the Operator to the extent practicable in the order of Actual Arrival Time; provided, however that adequate and appropriate inventories designated for lifting by such Vessel have been established, and if in the prudent judgment of Operator such prioritization of dock assignment will optimize System deliveries, consistent with Environmental Protection Agency Regulation 40 C.F.R. Part 63, Subpart Y (Marine Vessel Loading Operations). Prioritization of dock assignment may cause Vessel delays. Each Vessel shall dock when and as instructed. If any Vessel is unable to dock when instructed, the next Vessel waiting to be docked based on the order of dock assignment will be docked until the Vessel that was unable to dock is able to dock. After a Vessel has been docked, it shall be allowed 24 hours, if the Vessel is of two hundred twenty-five thousand (225,000) dead weight tons or less, or 30 hours, if the Vessel is of greater than two hundred twenty-five thousand (225,000) dead weight tons, from the time that Operator gives notice of readiness to commence either loading or deballasting within which to complete its lifting and to release its last line from a mooring point at the dock. If any Vessel fails to release its last mooring line before

a specified departure time contained in a notice from Operator (which specified departure time shall not be earlier than the end of such twenty-four (24) hour or thirty (30) hour period, nor earlier than four (4) hours after such notice is transmitted to the Vessel) the Shipper or consignee scheduling such Vessel shall thereafter pay a demurrage charge of Two Thousand Dollars [U] (\$2,000) for each hour or part thereof such Vessel remains at the dock, while such dock is required to load another Vessel which has established an Actual Arrival Time. Any delay due to any act or omission of Operator, or a local event or condition of general application (except mechanical equipment malfunction on the Vessel) not within the control of Operator, the Shipper or any consignee scheduling the Vessel or any other person responsible for the operation or control of such Vessel which act, event or condition prevents the Vessel from vacating the docks, shall be added to the time until the Vessel is required to vacate the dock. All Vessels scheduled by Shipper and the operators of such Vessels shall conform to and comply with all Federal, State and local laws and regulations applicable to such Vessel's use of the terminal.

Item No. 135. TANKAGE AT VALDEZ. Carrier has available working tankage at Valdez, Alaska, that is incident to and necessary for the transportation and delivery of Petroleum on Vessels. Carrier will not offer to store Petroleum in Carrier's tanks for Shippers other than in the minimum Volumes reasonably required to load Vessels properly sized in consideration of the Volume of its shipments. If at the beginning of any Day, the amount of Petroleum in Carrier's custody in Working Capacity exceeds Carrier's Working Capacity and the Petroleum in Working Capacity exceeds seventy-five percent (75%) of such Working Capacity, a demurrage charge of [U] twenty cents (20¢) per Day per Barrel on each Barrel in excess of Carrier's Working Capacity will be applied. In such event, the demurrage charge will be charged to the Shippers having Petroleum in Carrier's custody in Working Capacity for the greatest number of Days starting with the oldest Barrel and continuing with the next oldest Barrel until the Barrels assessed demurrage are equal to the number of Barrels in Working Capacity in Carrier's custody in excess of Carrier's Working Capacity ("Excess Barrels"). For purposes of identifying the Petroleum in Carrier's custody in Working Capacity, for the greatest number of Days, receipts and deliveries for each Shipper will be accounted for on a first in- first out (FIFO) basis determined by volume data presented on tickets (excludes partial loading/delivery if loading/delivery has not been completed by end of day). If the last of the Barrels of the same age to be charged demurrage exceed the number of remaining Excess Barrels, the remaining demurrage charges shall be allocated proportionately to the Barrels of that same age. In calculating the Excess Barrels under this Item No. 135, the number of Excess Barrels at the beginning of any Day shall be reduced by:

1. the number of Barrels scheduled to be lifted by a Vessel which has established an Actual Arrival Time at the beginning of such Day but is unable to dock because the passage through Prince William Sound or Valdez Arm is closed to shipping due to an event not within the control of the Carrier, and
2. the number of Barrels scheduled to be lifted by a Vessel which has docked but which is unable to lift at the beginning of the Day due to any act or omission of Carrier or due to any local event of general application not within the control of Carrier or the Shipper or any consignee scheduling such Vessel or any party responsible for the operation or control of such Vessel which does or would prevent all Vessels from loading.

If a Shipper allows its Petroleum to accumulate in Working Capacity at Valdez, Alaska, for (a) more than fifteen (15) days without lifting and that fact is determined by Carrier to be causing or significantly contributing to excessive fill of Carrier's Working Capacity, or (b) a continuous period of six (6) Months or more, Carrier, either directly or through an agent, shall have the right upon seventy-two (72) hours' notice to Shipper to sell such Petroleum to the first available purchaser at the best price obtainable; to deduct from the proceeds thereof transportation charges and other charges, fees, the expenses incurred in making the sale and other amounts which are due or would be due had delivery been made to Shipper; and to hold the balance of such proceeds for whomsoever may be entitled thereto.

Item No. 140. PORT INFORMATION MANUAL. All Vessels calling at Valdez, Alaska, to load Petroleum transported through the System must comply with the Trans Alaska Pipeline System Port Information Manual. A copy of such manual will be available on request to Carrier.

Item No. 145. OIL RECORD BOOK. Prior to the commencement of loading Petroleum on any Vessel, the master thereof will be required to provide the Carrier or its representative with a legible copy, certified under oath by the master as being true and correct, of:

1. in the case of Vessels of United States registry, that part of the Oil Record Book of such Vessel that pertains to the voyage of the Vessel to Valdez, Alaska, from its last oil discharge port;
2. in the case of Vessels of foreign registry that may now or hereafter be required to maintain an Oil Record Book, or similar records, that part of the Oil Record Book, or said similar records, that pertains to voyage of the Vessel to Valdez, Alaska, from its last oil discharge port; and
3. in the case of any Vessel of foreign registry that is not required to maintain an Oil Record Book, or similar records, an affidavit provided and duly sworn to and signed by the master, stating any and all facts bearing upon or relating to any discharge of oil or oily water from the Vessel during its voyage to Valdez, Alaska, from its last oil discharge port.

If the said record book entries or affidavit, as provided by the master, disclose:

- (i) that the Vessel has discharged any oil or oily water from its fuel tanks, cargo tanks, bilge, or otherwise, and
- (ii) that such discharge was not necessary for the safety of the Vessel or its crew,

the Carrier or its representative shall immediately notify the Department of Interior representative of the pertinent facts. Vessels discharging oil or oily water may be subject to fines under applicable Federal and State laws and regulations.

Item No. 150. RATES APPLICABLE FROM AND TO INTERMEDIATE POINTS. Petroleum received from a point on the System which is not named in tariff making reference to this tariff but which point is intermediate to a point from which rates are published in tariffs making reference to this tariff, will be assessed the rate in effect from the next more-distant point published in the tariff making reference to this tariff. Petroleum delivered to a point on the System which is not named in tariffs making reference to this tariff but which point is intermediate to a point to which rates are published in tariffs making reference to this tariff, will be assessed the rate in effect to the next more-distant point published in the tariff making reference to this tariff.

Item No. 155. IN TRANSIT SHIPMENTS. Petroleum transported through Carrier's facilities from any origin point may be withdrawn from the System by the Shipper at any established delivery point other than Valdez, Alaska, with the privilege of subsequently reforwarding all or a portion of a like Volume through Carrier's facilities to Valdez, Alaska, and loading on Vessels, provided:

1. The applicable rate from the initial point of origin of the shipment to Valdez, Alaska, shall be paid upon withdrawal of such Petroleum from the System or in advance thereof as required under Item No. 65.
2. Petroleum is redelivered to Carrier at the same point of withdrawal within a period thirty (30) days from the date of withdrawal for further transportation to Valdez, Alaska.
3. The Carrier shall have the right to limit the rate at which Petroleum is redelivered to the Carrier to an hourly rate no greater than the simultaneous hourly rate of withdrawal of Petroleum by such Shipper at such withdrawal point.
4. Custody and possession of the Petroleum upon withdrawal shall be that of the Shipper, not of the Carrier.
5. Shippers availing themselves of these withdrawal and reforwarding privileges must keep complete and accurate records and permit inspection of such records by an authorized agent of Carrier or its representative as is necessary for the efficient supervision of such traffic.

Item No. 160. QUALITY ADJUSTMENTS. Shippers shall be debited and/or credited for all adjustments as provided for in this Item with respect to all Petroleum shipped. The calculation of Shipper's debits and credits shall be made for each Month as required herein. The credit and debit balances for each accounting shall be adjusted among Shipper and all shippers in TAPS by collecting funds from those shippers (including Shipper, if applicable) having debit balances and by thereafter remitting funds collected to the shippers (including Shipper, if applicable) having credit balances. In the event of delay in collection or inability to collect from one or more shippers for any reason, only adjustment funds and applicable interest charges actually collected shall be distributed *pro rata* to shippers having credit balances. A Monthly accounting shall be rendered to Shipper after the end of each Month.

(a) **Methodology.**

Shipper authorizes Carrier or its designee to compute adjustments among all shippers in TAPS for quality differentials arising out of TAPS common stream operation. Shipper agrees to pay Carrier or its designee the adjustment due from Shipper determined in accordance with the procedures set out in this Item.

The procedures for making Quality Bank calculations and determining Quality Bank adjustments among shippers are specified in detail in this Item, as supplemented by the TAPS Quality Bank Methodology set forth in Carrier's FERC Tariff No. 420, supplements thereto, and successive issues thereof, which is incorporated herein by reference. This Item and the TAPS Quality Bank Methodology are filed in compliance with the Order on Rehearing issued February 11, 1994, by the Federal Energy Regulatory Commission in Docket Nos. OR89-2-004 *et al.* and in the Order Adopting with Changes Federal Energy Regulatory Commission Order on Rehearing issued February 16, 1994, by the Alaska Public Utilities Commission in Docket Nos. P-89-1 *et al.*

At the close of each Month, Carrier or its designated Quality Bank Administrator shall compute adjustments calculated as follows:

1. **Pump Station No. 1 Adjustment** — An adjustment based on the difference between the Quality Bank Value of Pump Station No. 1 Base Petroleum during a Month and the Quality Bank Value of Petroleum received into TAPS at Pump Station No. 1 for a Shipper during the same Month shall be calculated as follows:
 - (i) the Quality Bank Value per Barrel of each stream received into TAPS at Pump Station No. 1 during the Month for a Shipper shall be determined by summing the Quality Bank Values of each component of one Barrel of that stream as determined in accordance with the TAPS Quality Bank Methodology.
 - (ii) the Quality Bank Value per Barrel of the Pump Station No. 1 Base Petroleum for the Month shall be determined by multiplying the Quality Bank Value per Barrel of each stream received into TAPS at Pump Station No. 1 during that Month by the number of Barrels of that stream received into TAPS at Pump Station No. 1 during that Month, summing the products so obtained and dividing the total by the number of Barrels of Petroleum received into TAPS at Pump Station No. 1 during that Month.
 - (iii) if the Quality Bank Value per Barrel of the Pump Station No. 1 Base Petroleum for any Month is greater than the Quality Bank Value per Barrel of a stream of Petroleum received into TAPS at Pump Station No. 1 during the same Month for a Shipper, such Shipper shall be debited an amount calculated by multiplying such difference by the number of Barrels of such Petroleum received into TAPS for such Shipper at Pump Station No. 1 during that Month.
 - (iv) if the Quality Bank Value per Barrel of Pump Station No. 1 Base Petroleum for any Month is less than the Quality Bank Value per Barrel of a stream of Petroleum received into TAPS at Pump Station No. 1 during the same Month for a Shipper, such Shipper shall be credited an amount calculated by multiplying such difference by the number of Barrels of such Petroleum received into TAPS for such Shipper at Pump Station No. 1 during that Month.
2. **Connection Adjustment** — An adjustment based on the difference between the Quality Bank Value of any Connection Base Petroleum during a Month and the Quality Bank Value of a Shipper's Petroleum commingled at that Connection during the same Month shall be calculated as follows:
 - (i) the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at a Connection during the Month shall be determined by summing the Quality Bank Values of each component of one Barrel of that Petroleum as determined in accordance with the TAPS Quality Bank Methodology.

- (ii) the Quality Bank Value per Barrel of any Connection Base Petroleum for the Month shall be the Weighted Average Quality Bank Value of (1) the Petroleum entering TAPS at a Connection during the Month and (2) the Petroleum in TAPS just upstream of the point of entry into TAPS at that Connection during the Month.
 - (iii) if the Quality Bank Value per Barrel of any Connection Base Petroleum for any Month is greater than the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at that Connection during the same Month, such Shipper shall be debited an amount calculated by multiplying such difference by the number of Barrels of such Shipper's Petroleum commingled at that Connection during that Month.
 - (iv) if the Quality Bank Value per Barrel of any Connection Base Petroleum for any Month is less than the Quality Bank Value per Barrel of a Shipper's Petroleum commingled at that Connection during the same Month, such Shipper shall be credited an amount calculated by multiplying such difference by the number of Barrels of such Shipper's Petroleum commingled at that Connection during that Month.
3. **Valdez Terminal Gravity Adjustment** — An adjustment based on the difference between the Weighted Average Gravity of the Valdez Terminal Base Petroleum and the Weighted Average Gravity of Petroleum received out of the Valdez Terminal by a Shipper shall be calculated as follows:
- (i) if the Weighted Average Gravity of the Valdez Terminal Base Petroleum for any Month is greater than the Weighted Average Gravity of Petroleum received out of the Valdez Terminal during the same Month by a Shipper, such Shipper shall be credited an amount calculated by multiplying such difference by the Gravity Differential Value per Barrel and multiplying that total by the number of Barrels of such Petroleum received out of the Valdez Terminal during that Month by such Shipper.
 - (ii) if the Weighted Average Gravity of the Valdez Terminal Base Petroleum for any Month is less than the Weighted Average Gravity of Petroleum received out of the Valdez Terminal during the same Month by a Shipper, such Shipper shall be debited an amount calculated by multiplying such difference by the Gravity Differential Value per Barrel and multiplying that total by the number of Barrels of such Petroleum received out of the Valdez Terminal during that Month by such Shipper.
 - (iii) Beginning January 1, 2000, the Gravity Differential Value Per Barrel is established at [U] \$0.018 for each one-tenth degree API Gravity (0.1° API).
- (b) **General Provisions.**

In addition to the adjustments described in this Item, Shipper agrees to pay Carrier or its designee a per Barrel charge to reimburse Carrier for the costs of administering the adjustments among shippers under this Item.

In the event any payment is made to Shipper hereunder and it is subsequently determined by any Federal or state court, administrative agency or other governmental entity having jurisdiction that no other Shipper was liable for the adjustment for which payment was made, Shipper receiving such payment shall upon receipt of an accounting from Carrier return the same to Carrier or its designee. Carrier shall promptly utilize same to reimburse all shippers who made such payments.

All payment due from Shipper under this Item shall be made by Shipper within 20 days of receipt of each accounting and, for any delay in payment beyond such 20-day period, shall bear interest calculated at an annual rate equivalent to 125% of the prime rate of interest of Citibank N.A. of New York, New York, on ninety-day loans to substantial and responsible commercial borrowers as of the date of accounting.

If Shipper fails to make payment due hereunder within 30 days of issuance of each accounting, Carrier shall have the right to sell at public auction either directly or through an agent at any time after such 30-day period any Petroleum of Shipper in its custody. Such auction may be held on any day, except a legal holiday, and not less than 48 hours after publication of notice of such sale in a daily newspaper of general circulation published in the town, city or general area where the sale is to be held, stating the time and place of sale and the quantity and location of Petroleum to be sold. At said sale Carrier shall have the right to bid, and, if it is the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will deduct all payments due and expenses incident to said sale, and the balance of the proceeds of the sale remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

Carrier and its designee are authorized by Shipper to received through measurement, connecting carriers or otherwise all information and data necessary to make the computations under this Item. Shipper will furnish Carrier or its designated Quality Bank Administrator, and consents to Carrier or its designated Quality Bank Administrator acquiring from other carriers or other persons, any additional information and data necessary to make the computations under this Item. Shipper also consents to Carrier or its agents disclosing to the designated Quality Bank Administrator all information and data necessary to make the computations under this Item. The name and address of Carrier's designated Quality Bank Administrator will be made available upon written request to Carrier.

Adjustment payments and administrative costs in this Item are not a part of Carrier's transportation tariff rates, and such shall not be an offset or other claim by Shipper against sums due Carrier for transportation or other charges, costs, or fees due or collected under Carrier's tariffs.

Item No. 170. CONNECTIONS TO THE TRANS ALASKA PIPELINE SYSTEM. Connections to the System will be allowed, in accordance with laws and regulations applicable to common carrier pipeline companies and requirements in the instruments granting the right of way for the System, for the purpose of transporting Petroleum through the System. All connectors must comply with the Trans Alaska Pipeline System Connection Guidelines. A copy of such Guidelines will be available on request to Carrier.

EXPLANATION OF REFERENCE MARKS

[U] Unchanged rate

Quality Bank Tariff Materials

Supplement No. 1 to F.E.R.C. No. 52 (Amerada)
Supplement No. 1 to F.E.R.C. No. 23 (BP)
Supplement No. 1 to F.E.R.C. No. 69 (ExxonMobil)
Supplement No. 1 to F.E.R.C. No. 47 (Phillips)
Supplement No. 1 to F.E.R.C. No. 4 (Phillips Transportation)
Supplement No. 1 to F.E.R.C. No. 206 (Unocal)
Supplement No. 1 to F.E.R.C. No. 4 (Williams)

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PHILLIPS TRANSPORTATION ALASKA, INC. (PHILLIPS TRANSPORTATION)
UNOCAL PIPELINE COMPANY (UNOCAL)
WILLIAMS ALASKA PIPELINE COMPANY, L.L.C. (WILLIAMS)**

LOCAL PIPELINE TARIFF

CONTAINING THE TAPS
QUALITY BANK METHODOLOGY

GENERAL APPLICATION

This tariff shall apply only to those tariffs which specifically incorporate this tariff, supplements to this tariff and successive issues hereof, by reference.

SPECIAL PERMISSION REQUESTED

Issued on nine days' notice under authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.

NOTICES

[W]

The decreases noted in Attachment 2A are made to comply with this Commission's Order Adopting Contested Settlement in Docket No. OR89-2-007, *et al.*, *Trans Alaska Pipeline System*, 81 F.E.R.C. ¶ 61,319 (1997), and the Alaska Public Utilities Commission's Order Adopting Federal Energy Regulatory Commission Order Approving Contested Settlement in Docket Nos. P-89-1, *et al.*, *In re Formal Complaint of Tesoro Alaska Petroleum Co.*, Order P-89-1(87) (1998).

For rules and regulations other than the TAPS Quality Bank Methodology tariff, see F.E.R.C. No. 41 (Amerada), F.E.R.C. No. 17 (BP), F.E.R.C. No. 6 (ExxonMobil), F.E.R.C. No. 35 (Phillips), F.E.R.C. No. 2 (Phillips Transportation), F.E.R.C. No. 189 (Unocal), F.E.R.C. No. 2 (Williams), supplements thereto and reissues thereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

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EFFECTIVE FEBRUARY 1, 2001

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Attachment 2A cancels Attachment 2

ATTACHMENT 2A

COMPONENT UNIT VALUE PRICING BASIS

PROPANE (C₃)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Propane.	OPIS's (weekly) Los Angeles delivered spot quote for Propane.

ISOBUTANE (iC₄)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Isobutane.	OPIS's (weekly) Los Angeles delivered spot quote for Isobutane.

NORMAL BUTANE (nC₄)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Normal Butane.	OPIS's (weekly) Los Angeles delivered spot quote for Normal Butane.

LIGHT STRAIGHT RUN (C₅ - 175°F)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Natural Non-Dynegy.	OPIS's (weekly) Bakersfield delivered spot quote for Natural Gasoline.

NAPHTHA (175° - 350°F)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha.	Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha.

LIGHT DISTILLATE (350° - 450°F)**[D]**

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne Jet Kerosene 54 less 0.5283 cents per gallon.	Platt's U.S. West Coast spot quote for Waterborne Jet Fuel less 0.5283 cents per gallon.

[D]**HEAVY DISTILLATE (450° - 650°F)****[D]**

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne No. 2 less 2.1126 cents per gallon.	Platt's U.S. West Coast spot quote for Waterborne Gasoil for October, 1999 less 0.9973 cents per gallon.

GAS OIL (650° - 1050°F)

United States Gulf Coast	United States West Coast
OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO.	OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO.

RESID (1050°F and Over)**[D]**

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne No. 6 Fuel Oil 3.0% Sulfur less 4.7534 cents per gallon.	Platt's U.S. West Coast spot quote for Pipeline 380 cst at Los Angeles converted to \$/Bbl using 6.37 Bbl/MT less 4.7534 cents per gallon.

[D]Explanation of symbols:**[D]** Decrease**[W]** Change in wording only

F.E.R.C. No. 52 (Amerada)
(Cancels F.E.R.C. No. 51)
F.E.R.C. No. 23 (BP)
(Cancels F.E.R.C. No. 22)
F.E.R.C. No. 69 (ExxonMobil)
(Cancels F.E.R.C. No. 7)
F.E.R.C. No. 47 (Phillips)
(Cancels F.E.R.C. No. 45)
F.E.R.C. No. 4 (Phillips Transportation)
(Cancels F.E.R.C. No. 19 ARCO Transportation Alaska, Inc. series)
F.E.R.C. No. 206 (Unocal)
(Cancels F.E.R.C. No. 190)
F.E.R.C. No. 4 (Williams)
(Cancels F.E.R.C. No. 30 Mobil Alaska Pipeline Company series)

AMERADA HESS PIPELINE CORPORATION (AMERADA)
BP PIPELINES (ALASKA) INC. (BP)
EXXONMOBIL PIPELINE COMPANY (EXXONMOBIL)
PHILLIPS ALASKA PIPELINE CORPORATION (PHILLIPS)
PHILLIPS TRANSPORTATION ALASKA, INC. (PHILLIPS TRANSPORTATION)
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LOCAL PIPELINE TARIFF

**CONTAINING THE TAPS
QUALITY BANK METHODOLOGY**

GENERAL APPLICATION

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SPECIAL PERMISSION REQUESTED

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NOTICES

[W] This tariff is issued in part to comply with orders issued by the Regulatory Commission of Alaska ("RCA"), *In re Joint Application of Atlantic Richfield Co. and Phillips Petroleum Co.*, P-00-12(1) (July 26, 2000); *In re Application for Transfer of Certificate*, P-00-08(1) (June 20, 2000).

[W] For rules and regulations other than the TAPS Quality Bank Methodology tariff, see F.E.R.C. No. 41 (Amerada), F.E.R.C. No. 17 (BP), F.E.R.C. No. 6 (ExxonMobil), F.E.R.C. No. 35 (Phillips), F.E.R.C. No. 2 (Phillips Transportation), F.E.R.C. No. 189 (Unocal), F.E.R.C. No. 2 (Williams), supplements thereto and reissues thereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

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ATTACHMENT 1 - Yield Data for Example Streams

ATTACHMENT 2 - Component Unit Value Pricing Basis

ATTACHMENT 3 - Example Component Unit Values in \$/Bbl

ATTACHMENT 4 - Example Stream Values in \$/Bbl

ATTACHMENT 5 - Quality Bank Calculation Example

TAPS QUALITY BANK METHODOLOGY

I. GENERAL PROVISIONS

A. Quality Bank Administrator

The TAPS Quality Bank shall be administered by the Quality Bank Administrator, who shall be appointed by the TAPS Carriers, and by those designated by the Quality Bank Administrator to assist the Administrator (hereinafter collectively referred to as the "Quality Bank Administrator").

B. Information Furnished to the State of Alaska

The Quality Bank Administrator shall furnish to the State of Alaska ("State") each month copies of the invoices for Quality Bank adjustments and supporting data sent to each shipper. Such information is furnished to the State based upon the State's representation that it will hold such information in confidence and that such information will be used only by officers or agents of the State in the exercise of the officers' or agents' powers.

II. QUALITY BANK MONETARY ADJUSTMENTS ATTRIBUTABLE TO SHIPMENTS DURING THE TRANSITION PERIOD. This Section is cancelled.

III. QUALITY BANK PROCEDURES

A. Overview

A distillation-based methodology shall be implemented at all Trans Alaska Pipeline System ("TAPS") Quality Banks (other than the TAPS Valdez Marine Terminal Quality Bank).

This methodology for calculation of the TAPS Quality Bank debits and credits is based on valuations of petroleum components. This methodology shall apply to the specific petroleum (as defined in the tariffs) streams identified in Sections III.B, III.C. and III.D. and also shall be applied to any streams tendered to TAPS through a new connection. The Quality Bank value of each petroleum stream shall be the volume-weighted sum of the Quality Bank values of its components. The characteristics and volumes of components for each separate petroleum stream are based on assay information obtained using a defined set of testing procedures as set forth in Section III.F. Quality Bank credits and debits are determined by comparing the Quality Bank value of each petroleum stream to the appropriate calculated TAPS "reference" stream Quality Bank value.

B. Quality Bank Streams at Pump Station No. 1 Quality Bank

1. The TAPS Pump Station No. 1 Quality Bank assesses the following four streams: (1) PBU IPA;¹ (2) Lisburne; (3) Endicott Pipeline; and (4) Kuparuk Pipeline.

2. The Pump Station No. 1 Quality Bank reference stream is the blended common stream leaving Pump Station No. 1. The reference stream Quality Bank value is calculated using the volume weighted average of the four Quality Bank streams identified above plus any streams tendered to TAPS through a new Pump Station No. 1 connection.

C. Quality Bank Streams at GVEA Quality Bank

1. The GVEA Quality Bank streams are the combined [W] Williams and Petro Star refinery return stream delivered to TAPS by the GVEA Pipeline and the passing TAPS common stream at the GVEA offtake point, both of which are measured at the GVEA connection.

¹ PBU IPA is the abbreviation for the Prudhoe Bay Unit Initial Participating Areas.

2. The GVEA Quality Bank reference stream is the blended TAPS stream immediately downstream from the GVEA return stream connection. The reference stream Quality Bank value is calculated using the volume weighted average of the GVEA Quality Bank streams identified above.

D. Quality Bank Streams at Petro Star Valdez Refinery Connection Quality Bank

1. The TAPS Petro Star Valdez Refinery ("PSVR") Connection Quality Bank streams are the refinery return stream delivered to TAPS by Petro Star and the passing TAPS common stream at the PSVR offtake point.

2. The Petro Star Valdez Quality Bank reference stream is the blended TAPS stream immediately downstream from the Petro Star return stream connection. The reference stream Quality Bank value is calculated using the volume weighted average of the two PSVR Quality Bank streams identified above.

E. Methodology for Valdez Tanker Load Out Quality Bank

1. A gravity-based Quality Bank methodology shall be used to determine the TAPS Quality Bank adjustments for volumes loaded out of the TAPS Marine Terminal at Valdez, Alaska.

2. The daily average six month gravity differentials posted for November 1 - April 30 and May 1 - October 31 for California and West Texas Sour crude oils, applicable to the range(s) of gravity which includes the average API gravity of the TAPS commingled stream at Valdez (sometimes referred to as "ANS"), shall be determined. The postings of the following companies shall be used for West Texas Sour crude oils: Amoco Production Company, Chevron Products Company, [W] Exxon Mobil Corporation, and [W] Equiva Trading Company. The postings of the following companies shall be used for California crude oils: [W] Equiva Trading Company, [W] Exxon Mobil Oil Corporation, Union 76 (Tosco Refining Company) and Chevron Products Company. In the event that any of the aforementioned companies is merged or acquired by other companies, sells assets or reorganizes, the postings of any successor companies shall be utilized. As long as at least two companies' gravity differentials are posted in each region (West Texas and California), the postings shall be averaged to determine the gravity differentials for that region.

3. The aforementioned six month average gravity differentials for the specified companies in each region shall be used to derive a simple average West Texas Sour differential and a simple average California differential.

4. The average West Texas Sour differential and the average California differential shall then be weighted by the percentage of ANS which is distributed east of the Rockies (including Puerto Rico and the Virgin Islands) and to the West Coast (including Hawaii), respectively, which percentages shall be determined by averaging for the most recent six-month period for which data are available the percentage distributed to each region as reported by the Maritime Administration of the United States Department of Transportation (or any successor government agency). Volumes exported from the United States shall be excluded from the calculation of the percentages distributed to each region.

5. In the event that ANS is transported by pipeline from the West Coast to destinations east of the Rockies, the weighting of the average differentials shall be adjusted to reflect the percentage of ANS actually distributed to such regions both by vessel and pipeline. If such data regarding the destination of ANS transported by pipeline are not publicly available from the Maritime Administration, or any other government agency, the Quality Bank Administrator shall determine the percentage of ANS distributed to such regions, provided, however, that any shipper may protest such determination by filing a complaint with the Quality Bank Administrator and thereafter filing an appropriate pleading with the FERC and [W] RCA if the complaint is not otherwise resolved.

6. The quality adjustment shall be reviewed each November and May, and shall be adjusted to the nearest hundredth of a cent per one-tenth degree API gravity per barrel whenever the amount of any change in the quality adjustment derived above is at least five (5) percent greater or five (5) percent less than the adjustment then in effect. The effective dates of any such adjustments shall be the following January 1 and July 1 respectively.

7. The quality differential in effect shall be applied to the difference in gravity (in API degrees @ 60° Fahrenheit) between the weighted average gravity of the petroleum delivered out of the Terminal during a calendar month and the weighted average gravity of petroleum received out of the Terminal by an individual shipper during such month.

F. Methodology For Pump Station No. 1, GVEA Connection and PSVR Connection

1. Assay Methodology -- Sampling Procedure

Except as specified below, and except for the reference streams, each of the Quality Bank streams listed above (for Pump Station No. 1, GVEA, and PSVR Quality Banks) will be sampled by the Quality Bank Administrator using continuous monthly composite samplers on a flow rate dependent basis, and assays of these continuously collected samples shall be performed monthly by the Quality Bank Administrator.

2. Assay Analysis Procedure

a. Except as specified in paragraph b. below, the assays will include a true boiling point ("TBP") distillation and, as applicable, gas chromatograph analysis of each Quality Bank stream. Specifically, the TBP procedure will employ ASTM 2892 up to 650°F and ASTM 5236 for the 650 to 1050+°F range for the petroleum samples. The light ends (175°F minus) from the petroleum streams will be subject to a gas chromatograph analysis to determine the volumes of the propane ("C3"), Iso-butane ("iC4"), and normal butane ("nC4"), with the light straight run ("LSR") (sometimes referred to as natural gasoline) volume determined by difference between the total of the three components and the measured 175°F minus volume.

b. The specific gravities of C3, iC4, nC4 will be derived from GPA Standard 2145.

3. Assay Data

a. The following volume and quality data will be determined for each stream.

<u>Component</u>	<u>TBP Boiling Range °F</u>	<u>% Vol</u>	<u>Specific Gravity</u>
Propane (C3)		X	X
I-Butane (iC4)		X	X
N-Butane (nC4)		X	X
LSR	C5-175	X	X
Naphtha	175-350	X	X
Light Distillate	350-450	X	X
Heavy Distillate	450-650	X	X
Gas Oil	650-1050	X	X
Resid	1050+	X	X
Full Petroleum Stream			X

b. The total volume must add to 100% and the total component weighted mass must be checked against the mass of the full petroleum stream. These weight balances must be the same within calculation and assay precision. If the assay fails this threshold test of validity, a second assay shall be performed on the sample. An example of assay data required is presented in Attachment 1. These data are the basis for all calculations in this Quality Bank methodology. The Quality Bank operates on a calendar month basis, with the continuous samples retrieved for analysis on the last day of each month.

c. The Quality Bank Administrator shall investigate the validity of a sample if each of the following two tests is met.

(i) If one or more of an individual stream's reported component percentages for a month varies by more than the ranges indicated in the following table as compared to the prior month's assay.

**Variation in % of Stream
Relative to Prior Month**

Component

Propane	± 0.1
I-Butane	± 0.1
N-Butane	± 0.25
LSR	± 0.5
Naphtha	± 1.0
Light Distillate	± 1.0
Heavy Distillate	± 1.0
Gas Oil	± 1.5
Resid	± 1.0

As an example, if a petroleum stream's heavy distillate volume percent is 23% for the prior month, a heavy distillate volume percent less than 22% or greater than 24% (exceeding the $\pm 1\%$ range) shall cause the Quality Bank Administrator to check the second test.

(ii) The second test is whether the volume change in the specific component has resulted in a significant change in the stream's relative value when compared to the prior month's relative value using the prior month's prices. If the change results in a price movement of more than $\pm 15\phi$ per barrel, then the sample's validity must be investigated.

(iii) The Quality Bank Administrator shall ascertain from the tendering shipper(s) possible causes for the change in the stream's assay. The Quality Bank Administrator may have a second assay performed for the sample in question. The Quality Bank Administrator may decide that the first assay is valid, that the second assay is valid, or that the sample is invalid.

(iv) Should the Quality Bank Administrator determine that a sample is invalid, the last assay results accepted and used in the Quality Bank for the stream will be used instead of the invalid sample in the Quality Bank calculation.

G. Component Unit Value Procedure

1. Component unit values for the U.S. Gulf Coast and U.S. West Coast will be weighted by the percentage of ANS which is distributed east of the Rockies (including Puerto Rico and the Virgin Islands) and to the West Coast (including Hawaii), respectively. The placement data as reported by the Maritime Administration of the United States Department of Transportation (or any successor government agency), will be updated twice a year (in November and May) based on the most recently available six month history of ANS placements. The effective dates of such updated weighting shall be the following January 1 and July 1 respectively. Volumes exported from the United States shall be excluded from the calculation of the percentages distributed to each region.

2. In the event that ANS is transported by pipeline from the West Coast to destinations east of the Rockies, the price weighting shall be adjusted to reflect the percentage of ANS actually distributed to each region both by vessel and pipeline. If such data regarding the destination of ANS transported by pipeline are not publicly available from the Maritime Administration, or any other government agency, the Quality Bank Administrator shall determine the percentage of ANS distributed to such regions.

3. The product prices used to calculate component unit values are taken from the Platt's Oilgram Price Report ("Platt's") and the Oil Pricing Information Service ("OPIS") as set forth in Attachment 2. Prices will be collected for each day markets are open and published prices are available (each "quote day"). The calculated monthly average price will be the average of each quote day mid-point price for the month. These resulting monthly average prices (adjusted as shown in Attachment 2) are used to calculate component unit values each month.

4. [W] In January of each year the adjustments to the prices for Light Distillate, Heavy Distillate, and Resid shall be revised in accordance with changes in the Nelson-Farrar Index (Operating Indexes Refinery) published in the Oil & Gas Journal, by multiplying the adjustments in effect for the previous year by the ratio of (a) the average of the monthly indexes that are then available for the most recent 12 consecutive months to (b) the average of the monthly indexes for the previous (i.e., one year earlier) 12 consecutive months.

5. a. In the event that one of the product prices listed in Attachment 2 is no longer quoted in one of the two markets (West Coast or Gulf Coast), the price quoted for the product in the remaining market shall be used to value the entire component.

b. If both of the product prices listed in Attachment 2 for a component are no longer quoted or if the specifications or other basis for the remaining quotation(s) is radically altered, the Quality Bank Administrator shall notify the FERC, the [W] RCA and all shippers of this fact and propose an appropriate replacement product price, with explanation and justification. Comments may be filed with the FERC and [W] RCA within thirty days of the filing by the Quality Bank Administrator. If the FERC and [W] RCA take no action within sixty days of the filing, the replacement product price proposed by the Quality Bank Administrator will become effective as of the sixtieth day. [W] For the period between the time that quotation of a product price is discontinued or the specifications or other basis for a quotation is radically altered and the time that the Commissions approve the use of a replacement product price, the Quality Bank Administrator shall use as the unit value of the component in question the unit value for the last month for which a product price was available for such component.

6. For any particular month of Quality Bank calculations, the pricing data for the month of shipment will be used (i.e., the prices are current with the volumes and assay data).

H. Quality Bank Stream Component Calculation Procedure

After all volume, quality, and pricing data are collected, the Quality Bank Administrator will establish quality differentials for each stream identified in Sections III.B., III.C., and III.D.

I. Quality Bank Calculations Procedure

The assay data and calculation procedures required by this Methodology are summarized in the Attachments. The Attachments are for reference purposes only and are not intended to predict the impact of this procedure on any specific petroleum stream or any specific company. In the event of a conflict between the provisions of this Methodology as set forth above and the Attachments, the provisions of this Methodology shall control.

ATTACHMENT 1: Yield Data for Example Streams
 ATTACHMENT 2: Component Unit Value Pricing Basis
 ATTACHMENT 3: Example Component Unit Values in \$/Bbl
 ATTACHMENT 4: Example Stream Values in \$/Bbl
 ATTACHMENT 5: Quality Bank Calculation Example

J. Unanticipated Implementation Issues

This Methodology is intended to contain a comprehensive treatment of the subject matter. However, unanticipated issues concerning implementation of this Methodology may arise. If so, the Quality Bank Administrator is authorized to resolve such issues in accordance with the best understanding of the intent of the FERC and [W] RCA that the Quality Bank Administrator can derive from their orders regarding the Quality Bank methodology. The Quality Bank Administrator's resolution of any such issue shall be final unless and until changed prospectively by orders of the FERC and [W] RCA.

Explanation of Symbols: [W] Change in wording only.

311866_IDOC

ATTACHMENT 1
YIELD DATA FOR EXAMPLE STREAMS

COMPONENT	DEFINITION	STREAM A	STREAM B	STREAM C
	BOILING RANGE (°F)			
PROPANE (C ₃)	---	0.15	0.00	0.10
ISOBUTANE (iC ₄)	---	0.10	0.02	0.40
NORMAL BUTANE (nC ₄)	---	0.50	0.10	2.00
LSR	C5-175	4.50	3.50	6.00
NAPHTHA	175-350	13.50	11.00	5.50
LIGHT DISTILLATE	350-450	9.00	9.00	2.00
HEAVY DISTILLATE	450-650	21.00	22.00	16.00
GAS OIL	650-1050	31.25	30.38	41.00
RESID	1050+	20.00	24.00	27.00
TOTAL		100.00	100.00	100.00
EXAMPLE VOLUME, Thousand Barrels per Month		34,000	9,000	2,500

ATTACHMENT 2

COMPONENT UNIT VALUE PRICING BASIS

PROPANE (C₃)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Propane.	OPIS's (weekly) Los Angeles delivered spot quote for Propane.

ISOBUTANE (iC₄)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Isobutane.	OPIS's (weekly) Los Angeles delivered spot quote for Isobutane.

NORMAL BUTANE (nC₄)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Normal Butane.	OPIS's (weekly) Los Angeles delivered spot quote for Normal Butane.

LIGHT STRAIGHT RUN (C₅ - 175°F)

United States Gulf Coast	United States West Coast
Platt's Mt. Belvieu, TX spot quote for Natural Non-Dyneyg.	OPIS's (weekly) Bakersfield delivered spot quote for Natural Gasoline.

NAPHTHA (175° - 350°F)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha.	Platt's U.S. Gulf Coast spot quote for Waterborne Naphtha.

LIGHT DISTILLATE (350° - 450°F)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne Jet Kerosene 54 less 0.4906 cents per gallon.	Platt's U.S. West Coast spot quote for Waterborne Jet Fuel less 0.4906 cents per gallon.

HEAVY DISTILLATE (450° - 650°F)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne No. 2 less 1.9620 cents per gallon.	[W] Platt's U.S. West Coast spot quote for Waterborne Gasoil for October, 1999 less 0.9973 cents per gallon. See note below.

GAS OIL (650° - 1050°F)

United States Gulf Coast	United States West Coast
OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO.	OPIS's U.S. Gulf Coast spot quote for barge High Sulfur VGO.

RESID (1050°F and Over)

United States Gulf Coast	United States West Coast
Platt's U.S. Gulf Coast spot quote for Waterborne No. 6 Fuel Oil 3.0% Sulfur less 4.4145 cents per gallon.	Platt's U.S. West Coast spot quote for Pipeline 380 cst at Los Angeles converted to \$/Bbl using 6.37 Bbl/MT less 4.4145 cents per gallon.

Explanation of symbols: [N] New
 [W] Change in wording only

[N] Note -- The West Coast Heavy Distillate unit value is effective November 1, 1999 pursuant to the FERC and RCA orders referenced on the cover.

ATTACHMENT 3
EXAMPLE COMPONENT UNIT VALUES IN \$/Bbl

COMPONENT NAME	WEST COAST (\$/Bbl)	GULF COAST (\$/Bbl)	WEIGHTED AVERAGE (\$/Bbl)
Propane (C ₃)	19.7925	15.0442	19.68
Isobutane (iC ₄)	24.1238	18.4333	23.99
Normal Butane (nC ₄)	18.1125	18.4800	18.12
LSR (C ₅ - 175°F)	18.5850	19.5854	18.61
Naphtha (175°F - 350°F)	21.3383	21.3383	21.34
Light Distillate(350°F - 450°F)	25.9817	22.9396	25.91
Heavy Distillate(450°F - 650°F)	23.0000	22.1112	22.98
Gas Oil (650°F - 1050°F)	20.8133	21.8133	20.84
Resid (1050°F and over)	14.6349	15.0000	14.64
WEIGHTING FACTOR	97.71	2.29	

ATTACHMENT 4
EXAMPLE STREAM VALUES IN \$/Bbl

COMPONENT NAME	STREAM A	STREAM B	STREAM C
Propane (C3)	0.029520	0.000000	0.019680
Isobutane (iC4)	0.023990	0.004798	0.095960
Normal Butane (nC4)	0.090600	0.018120	0.362400
LSR (C5 - 175°F)	0.837450	0.651350	1.116600
Naphtha (175°F - 350°F)	2.880900	2.347400	1.173700
Light Distillate(350°F - 450°F)	2.331900	2.331900	0.518200
Heavy Distillate(450°F - 650°F)	4.825800	5.055600	3.676800
Gas Oil (650°F - 1050°F)	6.512500	6.331192	8.544400
Resid (1050°F and over)	2.928000	3.513600	3.952800
TOTAL	20.460660	20.253960	19.460540

ATTACHMENT 5
QUALITY BANK CALCULATION EXAMPLE

QUALITY BANK REFERENCE STREAM VALUE CALCULATION

	<u>VOLUME</u> (MBPM)	<u>VALUE</u> (\$/Bbl)	<u>TOTAL VALUE</u> M\$/Month
STREAM A	34,000	20.460660	\$ 695.66
STREAM B	9,000	20.253960	\$ 182.29
STREAM C	2,500	19.460540	\$ 48.65
TOTAL: (REFERENCE STREAM)	45,500	20.364823 ⁽¹⁾	\$ 926.60

(1) Total value divided by total volume.

QUALITY BANK PAYMENT/RECEIPT CALCULATIONS

	<u>DIFFERENTIAL</u> ⁽²⁾	<u>(MBPM)</u>	<u>PAYMENT OR RECEIPT</u> <u>(M\$/Month)</u> ⁽³⁾
STREAM A	0.095837	34,000	\$ 3,258.47
STREAM B	(0.110863)	9,000	\$ (997.76)
STREAM C	(0.904283)	2,500	\$ (2,260.71)

(2) Stream value minus reference value.
(3) Differential times volume.

Compliance

Applicant's Compliance Summary Statement

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Applicant's Compliance Summary Statement

I. Introduction

The Trans-Alaska Pipeline System (TAPS) is owned by six companies who have selected Alyeska Pipeline Service Company (Alyeska) as their common agent for the operation and maintenance of TAPS. Alyeska maintains compliance with the Federal Grant and State Lease requirements and with applicable laws and regulations through the institution of corporate policy, the application of systems and processes, and the employment and training of knowledgeable personnel. Separate and apart from Alyeska's compliance systems, there are numerous state and federal regulatory agencies that work to provide public assurance of compliance with TAPS requirements.

II. Alyeska's Corporate Policy

Alyeska has implemented Corporate Policies that set standards for the actions of employees and contractors working on TAPS. Several of these policies are quoted below.

- Corporate Compliance Policy: "Alyeska Pipeline Service Company employees and its contractors will comply with all applicable laws and regulations, State and Federal Right-of-Way agreements, permits, other binding agency agreements or authorizations and with all our Policies."
- Corporate Environment Policy: "Alyeska Pipeline Service Company employees and its contractors will conduct business in a manner to protect and preserve the spectacular scenic beauty and sensitive ecosystems in which the Trans Alaska Pipeline System operates."
- Corporate Safety and Loss Prevention Policy: "Alyeska Pipeline Service Company will conduct its business in accordance with the highest transportation and petroleum industry safety standards."
- Corporate Employee Code of Conduct Policy: "Alyeska Pipeline Service Company employees and its contractors will conduct business operations in a manner that conforms to the highest ethical, moral and legal principles."

III. Alyeska's Compliance Systems and Processes

Alyeska has a comprehensive collection of systems and processes that provide the framework for the compliance system. A fundamental premise of the program is the expectation and commitment to continuously improve these activities. The primary systems and components include: (a) the Alyeska Integrity Management System (AIMS), (b) the Quality Assurance Program (QA-36), (c) the Corporate Safety Program, (d) the Environmental Management System, (e) the Operations and Maintenance Programs, (f) the Alyeska Regulatory Compliance System (ARCS), (g) the Internal Audit Program, (h) the Training Program, and (i) the Employee Concerns Program.

(a) Alyeska Integrity Management System (AIMS). AIMS is a program used to document and communicate management's expectations for good business practices to be found in Alyeska's systems and processes. It is a tool for assessing the performance of management systems and integrating continuous improvement into those systems. There are several elements in AIMS, one of which is the Compliance Element. This element states: "Full compliance with all applicable regulatory, legal, and company requirements is a commitment of Alyeska Pipeline Service Company. Consequently, changes in laws and regulations must be reflected in facilities and operating practices to ensure ongoing compliance." Regular assessments of the status and effectiveness of systems are an integral part of AIMS.

(b) Quality Assurance Program (QA-36). Alyeska's Quality Assurance Program is for the purpose of preventing, detecting and abating actual or potential conditions adverse to quality. The Alyeska Quality Assurance Program is defined in the Quality Program Manual (QA-36) and attendant implementing procedures. Integral to this program, however, are other Alyeska programs, such as the environment and safety programs and the operations and maintenance-related programs discussed below. The Quality Assurance Program provides the management controls to implement corporate policy, including maintaining the safety and integrity of TAPS as specified in the Right-of-Way Grant and Lease agreements. The Quality Program includes regular assessment and surveillance activities, and tools such as the corrective action report (CARs) and non-conformance report (NCRs) which identify and track quality-related issues to appropriate resolution.

(c) Corporate Safety Program. Alyeska's Corporate Safety Program ensures Alyeska complies with federal, state and corporate requirements for fire, safety, industrial hygiene and health. The Corporate Safety Program utilizes a core manual referred to as SA-38 and knowledgeable personnel in numerous fields along with internal reviews, surveillances and inspections. The safety program at Alyeska is assessed using standard industry measures and safety inspections. In addition, accident and incident investigations are conducted as needed.

(d) Environmental Management System. Alyeska's Environmental Management System is defined in the Alyeska Annual Environmental Management Plan (Annual Business Plan) and the Environmental Management System Compliance Manual (EMS Compliance Manual). The Annual Business Plan is designed to provide for the allocation of personnel and resources to support the APSC Environmental Teams for that year. It includes the general responsibilities of the Environment Team, Alyeska's Environmental Policy and Values and the Strategic, Program and Financial Plans for the current year. The EMS Compliance Manual is a detailed compilation, by program such as air, water, waste and wildlife, of the environmental regulatory requirements applicable to TAPS, an identification of the work required to maintain compliance, and a road-map for the procedures or controls. It is also updated on an annual basis. The Alyeska Environmental Manual (EN-43) provides the details on how to meet state and federal requirements and includes the environmental safe operating procedures to ensure compliance with applicable federal and state requirements, including environmental permits and agency authorizations, and the Grant and Lease.

The Environment Team conducts environmental surveillance activities to support and facilitate the systematic evaluation of compliance with environmental requirements for the operation and maintenance of TAPS. The surveillance activities are performed to provide an accurate and timely assessment of compliance with environmental requirements, as well as the effectiveness of procedures to address the requirements. Environmental surveillances look both at controls (procedures, manuals, training, and systems) as well as point-in-time compliance (verification). Review of environmental performance also includes the performance of the contractors that work on TAPS for Alyeska.

These programs ensure Alyeska complies with applicable environmental stipulations and requirements and minimize environmental issues that could adversely affect health and safety; air and water quality; fish, wildlife and their habitats; and cultural resources.

(e) Operations and Maintenance Programs. There are several programs that provide the framework for the safe operation and maintenance of TAPS. Integral to these programs is the employment of qualified and knowledgeable personnel and the utilization of manuals that contain standards and procedures. The key manuals include: operations manuals for the mainline pipe and the fuel gas line (OM-1 and FG-78); the TAPS Controller Operating Manual (DO-14); the maintenance and repair manual for the right-of-way and the pipeline (MR-48); the Surveillance Manual for the mainline pipe and fuel gas line (MS-31); the System Integrity Monitoring Program Procedures (MP-166); the Maintenance System Manual (MP-167); the Design Basis Manual (DB-180); the TAPS Engineering Manual (PM 2001); the Pipeline Operating Procedures (PL-123); the Pipeline Oil Discharge Prevention and Contingency Plan (CP-35); and the Emergency Contingency Action Plan (EC-71).

A new manual, the Grant and Lease Manual (GL-2), is currently under development. This manual will provide a centralized location for requirements in the Grant and Lease and corresponding implementing processes and procedures.

(f) Alyeska Regulatory Compliance System (ARCS). ARCS is an internal intranet-based system designed to assist management and employees by providing a centralized listing of regulatory requirements applicable to the safe operation, maintenance, and modification of TAPS. It also lists the in-house regulatory specialists (approximately 42) and the implementing methods of compliance, such as the manuals, procedures, and training courses. ARCS is updated, as needed, based on information provided by in-house regulatory specialists.

(g) Internal Audit Program. The TAPS Internal Audit Program provides an objective assessment of TAPS business practices. Alyeska management is charged with ensuring that effective systems of sound financial, operational and management control of the organization are formulated and maintained. Internal Audit is a key part of the control environment as it works to evaluate systems, make recommendations and report on the adequacy and effectiveness of the system of internal control in place for all business activities of the Company.

An up-to-date register of audit opportunities, known as the audit registry, is maintained. Identifiable business activities are included in the register and are assigned an audit cycle of typically 2 to 4 years. Each year an audit plan is prepared, based on the registry and current concerns. The scope and frequency of each audit is determined by the exposure each area represents to TAPS.

The Audit group also serves as a point of contact for audits conducted by the TAPS Owners, public accountants and audits conducted by external agencies, such as the Bureau of Land Management.

(h) Training Program. Alyeska's training program is implemented through the use of computerized databases and knowledgeable training staff. The databases identify and track training requirements and certifications. There are four main categories of training: Regulatory-required, company-directed, technical and developmental. Each year there are approximately 100,000 hours of training provided for Alyeska employees and contractors. Each employee's annual performance is evaluated in part on the completion of the regulatory-required training.

(i) Employee Concerns Program (ECP). ECP is a program designed to give employees and contractors an opportunity to anonymously report safety, compliance and integrity concerns. ECP's duty is to evaluate and investigate the concerns or issues raised. Alyeska encourages and expects all employees to report compliance and safety issues or concerns. Alyeska has created various avenues for this reporting to occur. Alyeska's preference is for employees to raise concerns directly with their supervisors. If for whatever reason the employee is not comfortable doing so they may raise their concerns with other supervisors or managers, executive management, the ECP, or the Joint Pipeline Office.

IV. Alyeska's Knowledgeable Personnel

Alyeska employs personnel with knowledge or expertise in fields relevant to the operation and maintenance of TAPS. For example, there are individuals with knowledge in environmental subject matters areas such as air, water, and waste handling. There are also individuals with knowledge in technical subject matter areas such as valves, pipeline hydraulics and corrosion detection and prevention. These individuals maintain the necessary training and are in regular contact with agency staff and peers in the industry to ensure they are aware of the latest research, technologies or regulations in their field of expertise.

In addition, there are regulatory specialists who are subject matter experts on specific regulations, stipulations, or regulatory requirements Alyeska has committed to follow. A current list of these regulatory specialists is maintained in the Alyeska Regulatory Compliance System database (ARCS). A regulatory specialist is obligated to be the "one voice" or knowledgeable source on his or her assigned regulatory subject matter. As needed, regulatory specialists will call on internal and external sources for assistance when interpreting and applying regulatory requirements.

V. Government Oversight

There are some twenty state and federal regulatory agencies that monitor TAPS on behalf of the public. This results in TAPS being one of the most regulated pipelines in the United States. These agencies monitor ongoing operations, projects and other activities to ensure that pipeline integrity, environmental protection and public safety are achieved and maintained on TAPS.

(a) Joint Pipeline Office. The Joint Pipeline Office (JPO) was created to co-locate and facilitate coordination amongst the various federal and state agencies that regulate TAPS on a day-to-day basis. The lead coordinating agencies in that office are the Alaska Department of Natural Resources (DNR) for the state government and the Bureau of Land Management (BLM) within the Department of Interior for the federal government. The DNR and BLM have system-wide environmental, safety and system integrity compliance accountability to administer the State Lease and Federal Grant. They are also the lead agencies for TAPS Right-of-Way renewal. The DNR and BLM each issues the applicable land related permits and authorizations to Alyeska, as appropriate, for TAPS construction, operations and maintenance activities.

JPO instituted a program known as the Comprehensive Monitoring Program (CMP) as part of its compliance monitoring activities. It provides systematic monitoring of TAPS compliance through the use of periodic and focused surveillances, assessments and formal reports. Part of the CMP process involves the use of field-based JPO staff that on a day-to-day basis review and verify TAPS compliance with state and federal requirements. Some of the other agencies participating in the JPO or separately conducting TAPS oversight are mentioned below.

(b) U.S. Department of Transportation Office of Pipeline Safety (DOT-OPS). DOT-OPS monitors compliance with pipeline safety regulations (both for the mainline and fuel gas line) through the assignment of dedicated personnel. DOT-OPS personnel conduct frequent inspections and system reviews as part of their daily oversight activities. DOT-OPS coordinates closely with JPO agencies on systems integrity and safety issues. DOT-OPS also performs a comprehensive annual inspection as required by the regulations. DOT-OPS and Alyeska staffs maintain open and regular dialogue on compliance issues and the applicability of new or existing regulations. DOT-OPS receives and responds, as appropriate, to accident or safety-related condition reports submitted by Alyeska. The pipeline safety regulations require the operator to develop, maintain and update comprehensive manuals annually covering operations, maintenance, and abnormal and emergency conditions.

(c) Alaska Department of Environmental Conservation (ADEC). ADEC evaluates TAPS compliance through several program components. There are regular inspections of TAPS facilities for ADEC program requirements, such as for ADEC's air, water, and waste programs. ADEC also conducts periodic reviews of the state required oil spill contingency plans for TAPS. ADEC receives and reviews TAPS discharge, emissions and other monitoring reports (monthly or quarterly depending upon the permit). In addition, ADEC evaluates and monitors TAPS compliance as part of its permit acquisition and renewal process, and through the assignment of staff, both within and outside of JPO, dedicated to TAPS compliance. ADEC and Alyeska staffs maintain open and regular dialogue on compliance issues, participate in applicable rule-making processes, and implementation of new or existing regulations that may become applicable to TAPS.

(d) U.S. Environmental Protection Agency (EPA). EPA evaluates TAPS compliance through several program components. There are inspections of facilities for EPA's program requirements such as the NPDES, CAA, RCRA, and TSCA programs. EPA receives and reviews TAPS discharge, emissions and other monitoring reports (monthly, quarterly, semiannually or annually depending upon the permit or regulation). In addition, EPA evaluates and monitors TAPS compliance as part of its permit acquisition and permit renewal processes. EPA and Alyeska staffs maintain open and regular dialogue on compliance issues, participate in applicable rule-making processes, and implementation of new or existing regulations applicable to TAPS. EPA receives and reviews potential deficiencies reported by Alyeska consistent with EPA's policy

regarding self-disclosure. EPA stations a senior environmental specialist with the JPO to help coordinate and provide expertise in oil spill contingency plan review. EPA is also the Federal On-Scene Coordinator of spills along the TAPS mainline.

(e) Alaska Department of Fish and Game (ADF&G) / U.S. Fish and Wildlife (USF&W). ADF&G and USF&W work closely together through interagency reviews and permit pre-application meetings to provide oversight to avoid or minimize TAPS impacts to fish and wildlife, and their habitat. Impact mitigation is provided through permits and routine reviews with Alyeska. In some instances, environmental protection is achieved through special conditions administered under the provisions of the ROW Grant and Lease agreements. ADF&G has additional oversight and involvement through the assignment of one of its staff to the Joint Pipeline Office. Both agencies also actively participate in the review and implementation of the oil spill plans for the pipeline and marine terminal.

(f) Alaska Department of Labor (ADOL), Occupational Safety and Health (AKOSH). The Occupational Safety and Health Section protects Alaska workers from industrial accidents and job-related illness through the enforcement of state and federal standards (on behalf of US-DOL), and by training employers and employees to follow safe and healthful work practices. ADOL assigns staff to JPO for enforcement of the National Electric Code and AKOSH compliance and to monitor worker and public safety. ADOL further provides safety expertise to JPO to help administer safety stipulations of the State Lease and Federal Grant. In this capacity, ADOL/JPO staff conduct frequent safety and electrical inspections as well as investigating related incidents, accidents and events.

(g) Alaska Division of Governmental Coordination (ADGC). ADGC is located in the Office of the Governor and is the lead agency for coordinating the Alaska Coastal Management Program as it relates to TAPS.

(h) Alaska Department of Public Safety, Fire Marshal. The Fire Marshal concentrates its TAPS oversight efforts on fire and life safety inspections. The Fire Marshal provides staff to the JPO to enforce regulatory requirements and to provide expertise to assist JPO in monitoring fire-related stipulations of the State Lease and Federal Grant.

(i) U.S. Coast Guard. The U.S. Coast Guard's mission as it pertains to TAPS is to eliminate environmental damage and obstructions to navigable waters of the United States both inland and on the coast. They also monitor the Tanker Vapor Control System, tanker docking /loading, berth work activities and Prince William Sound tanker traffic.

(j) U. S. Army Corps of Engineers. The U.S. Army Corps of Engineers implements the Clean Water Act requirements governing the placement of dredge and fill materials into waters of the United States. In addition they implement the Rivers and Harbors Act, which governs activities that affect navigation in navigable waters of the United States.

VI. Conclusion

TAPS compliance with the Federal Grant and State Lease requirements and with laws and regulations is maintained through the institution of corporate policy, the application of systems and processes, and the employment and training of knowledgeable personnel. In addition, TAPS policies, systems and processes are regularly evaluated to enhance ongoing compliance. State and federal agencies, on behalf of the public, provide independent day to day oversight and additional assurance of TAPS compliance.

Internal and external independent review of TAPS systems and processes have demonstrated that they have been effective in maintaining compliance with State Lease and Federal Grant requirements. When compliance issues are discovered, TAPS Owners seek to ensure they are properly addressed and resolved. Therefore, TAPS meets the compliance requirement for renewal of the State Lease and Federal Grant of Right-of-Way.

Applicant's State Tax Statement

Applicant is current in all tax filings required under the laws of the State of Alaska, pertaining to Applicant's interest in the "Pipeline," as that term is defined in the Right-of-Way Lease for the Trans-Alaska Pipeline between the State of Alaska and Amerada Hess Corporation, et al., dated May 3, 1974. Such tax filings reside in the records of the relevant taxing authorities.

**Federal ROW
Renewal Application Submittal**

ExxonMobil Pipeline Company
800 Bell Street
Houston, Texas 77002

Richard A. Rabinow
President

APR 30 2001

ExxonMobil
Pipeline

Mr. Francis Cherry, Jr.
Alaska State Director
Bureau of Land Management
222 W. 7th Ave., #13
Anchorage, Alaska 99504

Mr. Jerry Brossia
Authorized Officer
Bureau of Land Management
411 West 4th Ave., Suite 2
Anchorage, Alaska 99501

Re: Renewal Of TAPS Lease And Associated Rights

Gentlemen:

ExxonMobil Pipeline Company ("EMPCo") respectfully seeks renewal of its undivided interest in the January 23, 1974 Agreement and Grant of Right-of-Way for Trans-Alaska Pipeline ("Federal Grant") and other rights associated with the Federal Grant ("Associated Rights"). To that end, this letter is followed by a Supplemental Application and accompanies a Master Application and related materials.

As you know, EMPCo and the other TAPS Owners have established a Right-of-Way Renewal Team to work with the Federal Government, the State of Alaska, and stakeholders in renewing the TAPS Owners' rights. W. Steven Jones, Project Manager of the TAPS Right-of-Way Renewal Team, will serve as our contact on matters relating to this application to renew the Federal Grant and Associated Rights. Please direct all correspondence and notifications to W. Steven Jones.

Very Truly Yours,



SUPPLEMENTAL
**APPLICATION FOR TRANSPORTATION AND
UTILITY SYSTEMS AND FACILITIES
ON FEDERAL LANDS
TO THE MASTER APPLICATION**

FORM APPROVED
OMB NO. 1004-0060
Expires: December 31, 2001

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

FOR AGENCY USE ONLY

Application Number

Date filed

1. Name and address of applicant (include zip code)

ExxonMobil Pipeline Company
800 Bell Street
Houston, TX 77002

2. Name, title, and address of authorized agent if different from Item 1 (include zip code)

3. TELEPHONE (area code)

Applicant
(713) 656-5056

Authorized Agent

4. As applicant are you? (check one)

- a. ☐ Individual
- b. ☒ Corporation*
- c. ☐ Partnership/Association*
- d. ☐ State Government/State Agency
- e. ☐ Local Government
- f. ☐ Federal Agency

* If checked, complete supplemental page

5. Specify what application is for: (check one)

- a. ☐ New authorization
- b. ☒ Renewing existing authorization No. See additional response on page 6.
- c. ☐ Amend existing authorization No.
- d. ☐ Assign existing authorization No.
- e. ☐ Existing use for which no authorization has been received*
- f. ☐ Other*

* If checked, provide details under Item 7

6. If an individual or partnership are you a citizen(s) of the United States? ☐ Yes ☐ No Not Applicable.

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications length, width, grading, etc.; (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

- (a) Pipeline System, as defined generally in § 1.1.1.22 of Exhibit D to the January 23, 1974 Agreement and Grant of Right-of-Way for Trans-Alaska Pipeline ("Federal Grant");
- (b) See generally Environmental Report for the Trans-Alaska Pipeline System Right-of-Way Renewal in Volume 3 ("Environmental Report") at §§ 2.1.1 and 4.2.1; Duration of Right-of-Way Renewal for the Trans-Alaska Pipeline System in Volume 2 ("Duration Report") at Appendix 4; Federal Line Lists in Volume 2 at Tab 1D- 1H;
- (c) See generally Environmental Report at §§ 2.1.1 and 4.2.1 and Duration Report at Appendix 4;
- (d) Renewal of authorizations for the maximum period allowed by law. See 30 U.S.C. § 185(n) and Duration Report generally;
- (e) Year round;
- (f) See generally Environmental Report at Appendices A and D (pps. D-1 through D-12);
- (g) Not applicable;
- (h) Not applicable.

8. Attach a map covering area and show location of project proposal See generally Environmental Report at Appendix C and Federal Lists in Volume 2 at Tabs 1D - 1H.

9. State or local government approval: ☐ Attached ☒ Applied for ☐ Not required

10. Nonreturnable application fee: ☐ Attached ☒ Not required

11. Does project cross international boundary or affect international waterways? ☐ Yes ☒ No (If "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

See generally Duration Report and Environmental Report, including § 2.1 and Appendices A, B and D, and 43 U.S.C. § 1653. Note also that Alyeska Pipeline Service Company ("Alyeska") has effectively operated and maintained TAPS for over 20 years and applicant owns an undivided interest in Alyeska. In addition applicant, through Alyeska, has the technical and financial capability to operate, maintain and terminate TAPS.

13a. Describe other reasonable alternative routes and modes considered.

Not applicable.

b. Why were these alternatives not selected?

Not applicable.

c. Give explanation as to why it is necessary to cross Federal Lands.

Existing TAPS facilities are located on and cross federal lands.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

See generally Federal and State Line Lists in Volume 2 at Tab 1.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

See generally Environmental Report, including §§ 1.2; 3.3; 4.3.3, and Duration Report, including §§ 1; 3; 4; 8; and 9.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

See generally Environmental Report §§ 3.3; 4.3.3; 4.5 and Duration Report § 8. Additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

(a) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; 4.8.2.3; (b) See generally Environmental Report §§ 3.1.3; 3.3.6.3; 4.3.1.3; 4.3.3.9; 4.5; (c) See generally Environmental Report §§ 3.1.1.6; 3.1.2.1; 4.2.1.3; 4.3.1.2; 4.5; 4.8.2.1; 4.8.2.2; (d) See generally Environmental Report §§ 3.1.1.6; 4.2.1.3; 4.3.1.2; 4.3.2.2; 4.5; (e) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; (f) See generally Environmental Report §§ 3.1.1; 4.1.1; 4.2.1.1; 4.2.1.2; 4.3.1.1; 4.3.2.2; 4.5 (See continuation on page 6.)

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

(a) See generally Environmental Report §§ 3.2; 4.3.2; 4.5; 4.8.3; (b) See generally Environmental Report §§ 3.2.6; 3.3.3; 4.3.2; 4.3.3.3; 4.5; 4.8.3.4; 4.8.4.4. In both cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

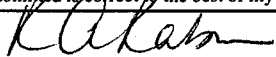
See response on page 6.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

The original application is being filed with the Bureau of Land Management.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant



Date

APR 30 2001

Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS
AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved rights-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application **must** be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
Federal Office Building, P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BIA)
Juneau Area Office
9109 Mendenhall Mall Road, Suite 5, Federal Building Annex
Juneau, Alaska 99802
Telephone: (907) 586-7177

Bureau of Land Management (BLM)
222 West 7th Ave., Box 13
Anchorage, Alaska 99513-7599
Telephone: (907) 271-5477 (or a local BLM Office)

National Park Service (NPS)
Alaska Regional Office 2525 Gambell St., Rm. 107
Anchorage, Alaska 99503-2892
Telephone: (907) 257-2585

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director
1011 East Tudor Road
Anchorage, Alaska 99503
Telephone: (907) 786-3440

Note-Filings with any Interior agency may be filed with any office noted above or with the: Office of the Secretary of the Interior, Regional Environmental Officer, Box 120, 1675 C Street, Anchorage, Alaska 99513.

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual departments/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

Item

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
- 8 Generally, the map **must** show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
- 9, 10, and 12 - The responsible agency will provide additional instructions.
- 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
- 14 The responsible agency will provide instructions.
- 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
- 16 through 19 - Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, **do not** address this subject. The responsible agency will provide additional instructions.

Application must be signed by the applicant or applicant's authorized representative.

If additional space is needed to complete any item, please put the information on a separate sheet of paper and identify it as "Continuation of Item."

SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide additional instructions		CHECK APPROPRIATE BLOCK	
I - PRIVATE CORPORATIONS		ATTACHED	FILED*
a. Articles of Incorporation See Tab Federal Supplemental Question Ia in this Volume.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws See Tab Federal Supplemental Question Ib in this Volume.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State. See Tab Federal Supplemental Question Ic in this Volume.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing See Tab Federal Supplemental Question Id in this Volume.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate. See Tab Federal Supplemental Question Ie in this Volume.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications. See generally Federal and State Line Lists in Volume 2 at Tab 1.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal. See generally Federal Line Lists in Volume 2 at Tab 1D-1H.		<input checked="" type="checkbox"/>	<input type="checkbox"/>
II- PUBLIC CORPORATIONS			
a. Copy of law forming corporation Not applicable		<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization Not applicable		<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws Not applicable		<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing Not applicable		<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above. Not applicable		<input type="checkbox"/>	<input type="checkbox"/>
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY			
a. Articles of association, if any Not applicable		<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is Not applicable		<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other Not applicable		<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above. Not applicable		<input type="checkbox"/>	<input type="checkbox"/>

* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

<p align="center">DATA COLLECTION STATEMENT</p> <p>The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certifications for the use of Federal lands. Federal agencies use this information to evaluate your proposal.</p> <p>No Federal agency may request or sponsor, and you are not required to respond to a request for information which does not contain a currently valid OMB Approval Number.</p> <p align="center">BURDEN HOURS STATEMENT</p> <p>The public burden for this form is estimated to vary from 30 minutes to 25 hours per response, with an average of 2 hours per response, including the time for</p>	<p>reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management, Information Clearance Officer (W0-630), 1849 C Street, Mail Stop 401LS, Washington, D.C. 20240</p> <p>A reproducible copy of this form may be obtained from the Bureau of Land Management, Division of Lands, 1620 L Street, Rm. 1000LS, Washington, D.C. 20036.</p>
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NOTICE

NOTE: This applies to the Department of the Interior/Bureau of Land Management (BLM).

The Privacy Act of 1974 provides that you be furnished with the following information in connection with the information provided by this application for an authorization.

AUTHORITY: 16 U.S.C. 310 and 5 U.S.C. 301.

PRINCIPAL PURPOSE: The primary uses of the records are to facilitate the (1) processing of claims or applications; (2) recordation of adjudicative actions; and (3) indexing of documentation in case files supporting administrative actions.

ROUTINE USES: BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources; (2) to members or the public who have a need for the information that is maintained by BLM for public record; (3) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (4) to appropriate Federal, State, local, or foreign agencies responsible for investigating prosecuting violation, enforcing, or implementing this statute, regulation, or order; and (5) to a congressional of lice when you request the assistance of the Member of Congress in writing.

EFFECT OF NOT PROVIDING THE INFORMATION: Disclosing this information is necessary to receive or maintain a benefit. Not disclosing it may result in rejecting the application.

**APPLICATION FOR TRANSPORTATION AND
UTILITY SYSTEMS AND FACILITIES
ON FEDERAL LAND**

For the Trans-Alaska Pipeline System

Continuation of Item #5: Renewal on the same terms of applicant's undivided interest in existing authorizations for the Trans-Alaska Pipeline System ("TAPS"), including, but not limited to, F-12505, AA-5847, F-21770, and other authorizations identified on the Federal Line Lists in Volume 2 at Tab 1D -1H.

Continuation of Item #17: In all cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

Continuation of Item #19: TAPS does not engage in the use, production, transportation or storage of hazardous materials as part of TAPS' purpose. TAPS operates to transport crude oil, and crude oil is not a hazardous material as defined in this question. Hazardous materials are only present on TAPS incidentally in support of the operation and maintenance of TAPS. All hazardous materials are managed under state and federal law. Those occurrences are described categorically below. Also see Environmental Report § 3.1.1.5.

Hazardous Material Use. Chemical products may be "hazardous materials" or may include components that are hazardous materials. These products are used for TAPS operations and maintenance. Any list of hazardous materials would be only temporarily accurate because product use on TAPS varies continuously. Therefore, they are listed here categorically: paints and associated products; pipe coating chemicals; equipment repair and lubrication products, cleaners, and antifreeze chemicals; adhesives, epoxies and sealants; corrosion inhibitors; fire fighting chemicals; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. This list provides a description of TAPS hazardous material use, but is not intended to be comprehensive chemical by chemical. That detailed information may be obtained from Alyeska's OSHA MSDS (hazardous communication) program and the annual SARA Title III reports submitted to EPA.

Hazardous Material Production. TAPS does not produce hazardous materials.

Hazardous Material Transportation. Chemical product hazardous materials, described above, are transported on and off TAPS facilities utilizing the procedure established under state and federal law. The U.S. DOT has strict requirements for the transportation of chemical products, under 49 CFR Parts 172- 177, 350-399. Hazardous wastes also

must comply with the same U.S. DOT transportation requirements. In place is an extensive hazardous material transportation plan that covers both chemical product and hazardous waste transportation on and off TAPS facilities. Bills of lading are used to track the transportation of chemical products. In addition, there are EPA hazardous waste manifests for transported hazardous wastes. The list of hazardous materials transported on and off TAPS facilities would be composed of those hazardous materials listed above under Hazardous Material Use and below under Hazardous Material Storage.

Hazardous Material Storage. The list of hazardous materials stored is the same as the list of hazardous materials used on TAPS facilities, except for waste storage. Where required or appropriate, chemical products are stored within secondary containment. Hazardous wastes that are generated at a TAPS facility are stored utilizing EPA requirements for hazardous waste generators. The hazardous waste categories are predominantly chemical products that have completed their use: paints and associated products; equipment repair and lubrication products, and parts cleaners; adhesives, epoxies and sealants; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. Tank and pipe cleaning sludges are a non-product waste stream that contributes to this list. These wastes are only temporarily stored at a facility, in accordance with EPA regulations. During storage they are monitored, in accordance with EPA regulations, and they are transported off the facilities and disposed of at EPA permitted facilities. A listing of hazardous wastes stored at a TAPS facility for any one-year period can be found in the annual RCRA report submitted to EPA.

Federal Supplemental Question Ia

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "EXXONMOBIL PIPELINE COMPANY" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-SIXTH DAY OF DECEMBER, A.D. 1941, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "OKLAHOMA PIPE LINE COMPANY" TO "INTERSTATE OIL PIPE LINE COMPANY", FILED THE TWELFTH DAY OF DECEMBER, A.D. 1944, AT 11 O'CLOCK A.M.

CERTIFICATE OF OWNERSHIP, FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 1945, AT 11 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE THIRTEENTH DAY OF JULY, A.D. 1961, AT 10 O'CLOCK A.M.

CERTIFICATE OF AGREEMENT OF MERGER, CHANGING ITS NAME FROM "INTERSTATE OIL PIPE LINE COMPANY" TO "HUMBLE PIPE LINE COMPANY", FILED THE THIRTY-FIRST DAY OF JULY, A.D. 1961, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "HUMBLE PIPE LINE COMPANY" TO "EXXON PIPELINE COMPANY", FILED THE



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0382013 8100H

AUTHENTICATION: 0967753

010069521

DATE: 02-12-01

State of Delaware
Office of the Secretary of State

PAGE 2

EIGHTEENTH DAY OF DECEMBER, A.D. 1972, AT 11 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-FIRST DAY OF
DECEMBER, A.D. 1983, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "EXXON
PIPELINE COMPANY" TO "EXXONMOBIL PIPELINE COMPANY", FILED THE
TWENTY-FIRST DAY OF DECEMBER, A.D. 1999, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF
THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF
JANUARY, A.D. 2000.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TENTH
DAY OF JANUARY, A.D. 2000, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID
CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE
AFORESAID CORPORATION.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0382013 8100H

AUTHENTICATION: 0967753

010069521

DATE: 02-12-01

12-26-41

CERTIFICATE OF INCORPORATION

FIRST: The name of the corporation is OKLAHOMA PIPE LINE COMPANY.

SECOND: Its principal office in the State of Delaware is located at No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name and address of its resident agent is The Corporation Trust Company, No. 100 West Tenth Street, Wilmington, Delaware.

THIRD: The objects and purposes for which this corporation is established and the nature of the business to be carried on by it are hereby declared to be:

- a. To transport crude petroleum, gas, casinghead gas, and the products and derivatives of crude petroleum, gas and casinghead gas, by means of pipe line.
- b. To build, lay, construct, operate and maintain such pipe lines and necessary equipment (including pumping stations, private telegraph and telephone lines).
- c. To acquire, purchase, lease, sell and dispose of such real estate and personal property as may be necessary or incidental to the carrying out of the objects and purposes heretofore set forth.
- d. To transact any other business necessary or incident to those enumerated above, together with all rights, powers, privileges and franchises granted to and conferred upon corporations under the laws of the State of Delaware, and to do any and all of the things hereinabove set forth to the same extent as natural persons might or could do.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is 150,000, and the par value of each such share is One Hundred Dollars (\$100.00), amounting in the aggregate to \$15,000,000.00.

FIFTH: The amount of capital with which the corporation will commence business is One Thousand Dollars (\$1000.00).

SIXTH: The names and places of residence of the incorporators are as follows:

<u>Names</u>	<u>Residences</u>
PAUL GRIFFIN	Tulsa, Oklahoma
BRUCE PAMSEY	Tulsa, Oklahoma
H. P. HELLINGHAUSEN	Tulsa, Oklahoma

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SEVENTH: The corporation is to have perpetual existence.

EIGHTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

NINTH: In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

To make, alter or repeal the By-Laws of the corporation.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for dividends a reserve, or reserves, for any proper purpose or to abolish any such reserve in the manner in which it was created.

When and as authorized by the affirmative vote of the holders of the majority of the stock issued and outstanding, having voting power, given at a stockholders' meeting duly called for that purpose, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration which may be in whole or in part shares of stock in or other securities of any other corporation, or corporations, as its Board of Directors shall deem expedient and for the best interests of the corporation.

To exercise such further and additional powers as may be conferred upon it in the By-Laws of the corporation.

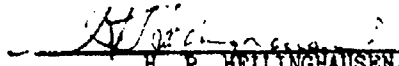
TENTH: Meetings of stockholders may be held without the State of Delaware, if the By-Laws so provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be from time to time designated by the Board of Directors.

ELEVENTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being all of the incorporators herein-
before named, for the purpose of forming a corporation in pursuance
of the General Corporation Law of the State of Delaware, do make this
Certificate, hereby declaring and certifying that the facts herein
stated are true and accordingly have hereunto set our hands and seals
this 22nd day of December, 1941, A. D.


PAUL GRIFFIN.


BRUCE RAMSEY.


H. P. HELLINGHAUSEN.

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BE IT REMEMBERED that on this 22nd day of December, 1941, A. D.,
personally came before me, MARY FRANCES LEE, a Notary Public of the State
of Oklahoma, PAUL GRIFFIN, BRUCE RAMSEY and H. P. HELLINGHAUSEN, all of
the parties to the foregoing Certificate of Incorporation, known to me
personally to be such, and severally acknowledged the said Certificate
to be the act and deed of the signers respectively, and that the facts
therein stated are truly set forth.

Given under my hand and seal of office the day and year
aforesaid.


Notary Public.

My Commission Expires:
April 15, 1944.



Q0004

12-12-44

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

OKLAHOMA PIPE LINE COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY;

FIRST: That at a meeting of the Board of Directors of said OKLAHOMA PIPE LINE COMPANY, duly held and convened, resolutions were duly adopted setting forth proposed amendments to the Certificate of Incorporation of said corporation and declaring said amendments advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolutions setting forth the proposed amendments are as follows:

RESOLVED, That the Certificate of Incorporation of this corporation be and it hereby is amended by changing the article thereof numbered "FIRST" to read as follows:

"FIRST: The name of the corporation is INTERSTATE OIL PIPE LINE COMPANY."

BE IT FURTHER RESOLVED, That the Certificate of Incorporation of this corporation be and it hereby is amended by changing the article thereof numbered "FOURTH" to read as follows:

"FOURTH: The total number of shares of stock which the corporation shall have authority to issue is 250,000 and the par value of each such share is One Hundred Dollars (\$100.00), amounting in the aggregate to Twenty-Five Million Dollars (\$25,000,000.00)."

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a Special Meeting of Stockholders of said corporation was duly called and held, at which meeting the necessary number of stockholders as required by statute voted in favor of the amendment.

THIRD: That said amendments were duly adopted in accordance with the provisions of Section 26 of the General Corporation Law of Delaware, as amended.

FOURTH: That said amendments do not effect any change in the issued shares of said corporation.

IN WITNESS WHEREOF, said OKLAHOMA PIPE LINE COMPANY has caused its corporate seal to be hereunto affixed and this Certificate to be signed by its President and its Secretary this 9th day of December, 1944.



OKLAHOMA PIPE LINE COMPANY

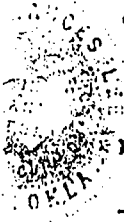
By Paul Griffin
President

By W. H. Keen
Secretary

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

BE IT REMEMBERED, That on this 9th day of December, 1944, personally came before me, a Notary Public in and for the County and State aforesaid, PAUL GRIFFIN, President of OKLAHOMA PIPE LINE COMPANY, a corporation of the State of Delaware, the corporation described in and which executed the foregoing Certificate, known to me personally to be such, and he, the said PAUL GRIFFIN, as such President, duly executed said Certificate before me and acknowledged the said Certificate to be his act and deed and the act and deed of said corporation; that the signatures of the said President and of the Secretary of said corporation to said foregoing Certificate are in the handwriting of the said President and Secretary of said company, respectively, and that the seal affixed to said Certificate is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.



Charles Francis Lee
Notary Public.

My Commission Expires:

June 15, 1948.

12-28-45

CERTIFICATE OF OWNERSHIP

MERGING

YALE OIL PIPELINES, INCORPORATED

INTO

INTERSTATE OIL PIPE LINE COMPANY

(Pursuant to Section 59-A of the General Corporation Law of Delaware)

* * * * *

Interstate Oil Pipe Line Company, a corporation incorporated on the 26th day of December, 1941, pursuant to the provisions of the General Corporation Law of the State of Delaware having its principal office in the City of Wilmington, County of New Castle, State of Delaware DOES HEREBY CERTIFY that this corporation owns all the capital stock of Yale Oil Pipelines, Incorporated, a corporation incorporated on the 31st day of March, 1944, pursuant to the provisions of the General Corporation Law of the State of Delaware, having its principal office in the City of Wilmington, County of New Castle, State of Delaware, and that this corporation, by a resolution of its board of directors duly adopted at a meeting held on the 20th day of December, 1945, determined to and did merge into itself said Yale Oil Pipelines, Incorporated, which resolution is in the following words to wit:

WHEREAS, this corporation lawfully owns all the outstanding stock of Yale Oil Pipelines, Incorporated, a corporation organized and existing under the laws of the State of Delaware, and

WHEREAS, this corporation desires to merge into itself the said Yale Oil Pipelines, Incorporated, and to be possessed of all the estate, property, rights, privileges and franchises of said corporation,

NOW, THEREFORE, BE IT

RESOLVED, That this corporation merge into itself, and it does hereby merge into itself said Yale Oil Pipelines, Incorporated, and assumes all of its liabilities and obligations, effective as of the beginning of business January 1, 1946, and

FURTHER RESOLVED, That the President or any Vice President, and the Secretary or an Assistant Secretary, of this corporation be and they hereby are directed to make and execute, under the corporate seal of this corporation, a certificate of ownership setting forth a copy of the resolution to merge said Yale Oil Pipelines, Incorporated, and assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of the State of Delaware, and a certified

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copy thereof in the office of the Recorder of Deeds of New Castle County, Delaware, and

FURTHER RESOLVED, That the officers of this corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger.

IN WITNESS WHEREOF, said Interstate Oil Pipe Line Company has caused its corporate seal to be affixed and this certificate to be signed by Loren F. Kahle, its President, and P. H. Hunter, its Secretary this 20th day of December, A.D. 1945.


President


Secretary



STATE OF OKLAHOMA)
COUNTY OF TULSA) ss:

BE IT REMEMBERED that on this 20th day of December, A.D. 1945, personally came before me, Ruth Connery, a Notary Public in and for the County and State aforesaid, Loren F. Kahle, President of Interstate Oil Pipe Line Company, a corporation of the State of Delaware, the corporation described in and which executed the foregoing certificate, known to me personally to be such, and he, the said Loren F. Kahle, as such President, duly executed said certificate before me and acknowledged the said certificate to be his act and deed and the act and deed of said corporation; that the signatures of the said President and of the Secretary of said corporation to said foregoing certificate are in the handwriting of the said President and Secretary of said company respectively, and that the seal affixed to said certificate is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.


Notary Public



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7-13-61

INTERSTATE OIL PIPE LINE COMPANY
CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

* * * * *

INTERSTATE OIL PIPE LINE COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

First. That the Board of Directors of said Corporation adopted the following resolution proposing and declaring advisable an Amendment to the Certificate of Incorporation of said Corporation:

"RESOLVED, That the Certificate of Incorporation of this Corporation, as amended, be further amended (1) to eliminate the 47,990 shares of stock of the par value of \$100 each which are now authorized but unissued, and (2) to change the total number and classification of shares of stock which the Corporation shall have authority to issue, and which are presently issued and outstanding, from 202,010 shares, each with a par value of \$100 and being all of the same class, into 1,000 shares of capital stock, without nominal or par value, all shares being changed on the same basis; that the aggregate amount of capital represented by such shares without par value shall be the same as the aggregate amount of capital represented by the shares so changed; and that Article FOURTH of said Certificate of Incorporation, as amended, be hereby accordingly

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amended so as to read as follows:

'FOURTH. The total number of shares of capital stock which the Corporation shall have authority to issue is 1,000, each of which shares shall be of the same class as all others and all of which shares shall be without par value.'

Second. That the said Amendment has been consented to and authorized by the holder of all the issued and outstanding stock, entitled to vote, by a written consent given in accordance with the provisions of Section 228 of the General Corporation Law of Delaware, and filed with the Corporation.

Third. That the aforesaid Amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of Delaware.

Fourth. That the capital of said Corporation in the amount of \$20,201,000 will not be reduced under or by reason of the Amendment effecting said change in the 202,010 issued shares of capital stock of the par value of \$100 per share.

IN WITNESS WHEREOF said Interstate Oil Pipe Line Company has caused its corporate seal to be hereunto affixed and this Certificate to be signed by P. H. Hunter, its President, and Frank R. Clark, Jr., its Secretary, this 7th day of July, 1961.

INTERSTATE OIL PIPE LINE COMPANY

By


President


Secretary

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THE STATE OF LOUISIANA

PARISH OF CADDO

BE IT REMEMBERED that on this 7th day of July, A. D. 1961, personally came before me, a Notary Public in and for the Parish and State aforesaid, P. H. Hunter, President of INTERSTATE OIL PIPE LINE COMPANY, a corporation of the State of Delaware, the corporation described in and which executed the foregoing Certificate, known to me personally to be such, and he, the said P. H. Hunter, as such President, duly executed said Certificate before me and acknowledged the said Certificate to be his act and deed and the act and deed of said corporation; that the signatures of the said President and of the Secretary of said corporation to said foregoing Certificate are in the handwriting of the said President and Secretary of said corporation respectively, and that the seal affixed to said Certificate is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.



Notary Public
in and for Caddo Parish, Louisiana
My commission is for life.



Change name
101
1,000 sh. H.P. *1-12*
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Plan and Agreement of Merger

merging

HUMBLE PIPE LINE COMPANY
(A Texas Corporation)

into

INTERSTATE OIL PIPE LINE COMPANY
(a Delaware Corporation)

and changing the name of the surviving corporation to

HUMBLE PIPE LINE COMPANY
(a Delaware Corporation)

RECEIVED & FILED

JUL 31 1961 *10.*

Effective July 31, 1961

Cliff E. Davis
SECRETARY OF STATE

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PLAN AND AGREEMENT OF MERGER

This PLAN AND AGREEMENT OF MERGER (hereinafter sometimes called Agreement), dated as of July 21, 1961, between HUMBLE PIPE LINE COMPANY, a corporation duly organized and existing under the laws of the State of Texas (hereinafter sometimes called Humble), and a majority of the Directors thereof, parties of the first part, and INTERSTATE OIL PIPE LINE COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter sometimes called Interstate), and a majority of the Directors thereof, parties of the second part,

WITNESSETH THAT:

WHEREAS, Humble was organized under the laws of the State of Texas under the name "Southern Pipe Line Company" by Charter filed in the Office of the Secretary of State of Texas on May 24, 1913, and by amendment to said Charter filed in the Office of the Secretary of State of Texas on March 6, 1919, its name was changed to "Humble Pipe Line Company", and by amendments to said Charter filed in the Office of the Secretary of State of Texas on May 4, 1915, February 25, 1920, February 19, 1925, November 17, 1927, and November 20, 1959, the capital stock of Humble was changed so that the number of authorized shares of Humble is now one thousand (1,000) shares, without par value and of the same class, all of which shares are now issued and outstanding; and

WHEREAS, Interstate was organized under the laws of the State of Delaware under the name "Oklahoma Pipe Line Company" by Certificate of Incorporation filed in the Office of the Secretary of State of Delaware on December 26, 1941, and recorded in the Office of the Recorder of Deeds for the County of New Castle on the same date, and by amendment to said Certificate of Incorporation filed in the Office of the Secretary of State of Delaware on December 12, 1944, and recorded the same day in the Office of the Recorder of Deeds for the County of New Castle, its name was changed to "Interstate Oil Pipe Line Company", and by amendments to said Certificate of Incorporation filed in the Office of the Secretary of State of Delaware on December 12, 1944, and July 13, 1961, and recorded in the Office of the Recorder of Deeds for the County of New Castle on the same dates respectively the authorized capital stock of Interstate was changed so that the authorized capital stock of Interstate is now one thousand (1,000) shares, without par value and of the same class, all of which shares are now issued and outstanding; and

WHEREAS, all of the issued and outstanding shares of Humble and of Interstate are owned by Humble Oil & Refining Company, a corporation of the State of Delaware; and

WHEREAS, the Directors of Humble and Interstate deem it advisable for the purpose of greater efficiency and economy in management and in other respects for the general welfare and advantage of their respective corporations and stockholder (including within that term the term "shareholder" under the Texas Business Corporation Act) that Humble merge into Interstate and both Humble and Interstate desire that Humble merge into Interstate pursuant to the laws of the State of Texas and of the State of Delaware, and the laws of said States permit such merger; and

WHEREAS, the Board of Directors of Humble and the Board of Directors of Interstate, by resolution adopted by majority vote of the members of each such Board at meetings duly called and held, have approved this Plan and Agreement of Merger;

Now, THEREFORE, Humble and Interstate, by and between their respective Boards of Directors, in consideration of the mutual covenants, agreements, and provisions hereinafter contained, have agreed and do hereby agree each with the other that Interstate merge Humble into itself and that Humble be merged into Interstate pursuant to the laws of the State of Delaware and of the State of Texas, and do hereby agree upon and prescribe the terms and conditions of said merger and the mode of carrying the same into effect as follows:

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SECTION I.

Interstate hereby merges Humble into itself and Humble is hereby merged into Interstate, which shall be the surviving corporation, and as such is sometimes hereinafter referred to as "the corporation" or the "surviving corporation", but the name of said surviving corporation shall be changed to Humble Pipe Line Company. The state under whose laws the surviving corporation is to be governed is Delaware. The address, including street and number, of the principal office of the surviving corporation in the State of Delaware is No. 100 West Tenth Street, in the City of Wilmington, County of New Castle.

SECTION II.

There shall be no conversion of shares of Humble into shares of the surviving corporation. All shares of Humble shall be cancelled. The one thousand (1,000) shares of stock of Interstate now issued and outstanding shall remain outstanding as shares of the capital stock of the surviving corporation.

SECTION III.

The Certificate of Incorporation of the surviving corporation, as heretofore amended, is hereby further amended with respect to Articles FIRST and THIRD thereof, so that said Certificate of Incorporation, as heretofore and hereby amended, shall hereafter read in its entirety as follows:

FIRST: The name of the Corporation is Humble Pipe Line Company.

SECOND: Its principal office in the State of Delaware is located at No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name and address of its resident agent is The Corporation Trust Company, No. 100 West Tenth Street, Wilmington, Delaware.

THIRD: The nature of the business, or objects or purposes to be transacted, promoted, or carried on are to do any and all the things hereinafter mentioned as fully and to the same extent as natural persons could or might do, and in any country, state, or locality (which general phrase is to be construed as equivalent to a detailed enumeration of each and every country, state, and locality in any part of the world), subject to the laws of such country, state, or locality, viz:

1. To acquire (by purchase or otherwise), transport (by pipeline, barge, ship, container, or any lawful form of transportation), own, gather, store, deliver, move, transmit, distribute, sell, and exchange or otherwise dispose of natural resources and their products, by-products, and residual products, including without limitation petroleum, oil, gas, water, casinghead gas, brine and other mineral solutions, chemicals (including without limitation petrochemicals, oxygen, hydrogen, and sulphur), and slurries of wood pulp, coal, lignite, wheat, and other liquids, solids or mixtures, whether similar or dissimilar to the foregoing, both for itself and for others.

2. To lease, purchase or acquire in any manner, lay, construct (including to excavate), install, own, hold, maintain, operate, manage, sell, lease, exchange, encumber, or in any manner dispose of works, buildings, pipelines (including without limitation gas pipelines), the operations of pipeline companies, mains, gathering lines, canals, tunnels (including underwater and vehicular tunnels), compressor stations, pipeline terminals, gas processing plants, chemical plants, trucks, barges, ships, machinery, appliances, apparatus, tanks, bridges, pump stations, connections, fixtures, storage houses, warehouses, underground storage facilities, radio, telephone, telegraph and other communication systems, and other devices and facilities, both for itself and for others, all as may be necessary, useful, or convenient in connection with the business of the Corporation.

3. To manufacture, buy, sell, or furnish under private contract gas, electricity, steam, water, or fuel or power of any kind; to furnish to or receive from persons, firms, corporations, or associations of persons labor, materials, and services of every kind, including without limitation the furnishing of facilities for the transportation and disposal of industrial and residential wastes.

4. To do engineering and contracting in the designing, construction, construction management, improvement, extension, maintenance, and repair of pipelines, tanks (and other appliances thereto appertaining) or of any other instrument of transportation, either for itself or as agent or contractor for others.

5. To operate trucks for hire and to transport any matter by truck both for itself and for others.

6. To acquire, by purchase or otherwise, own, hold, lease, use, and occupy such lands, rights of way, easements, franchises, buildings, canals, tunnels, and structures as may be necessary, useful, or convenient in connection with the business of the Corporation; and to exercise, carry out, and enjoy any power, authority, or privilege which any government, federal or state, shall enact, make, or grant, or with which the Corporation may otherwise become lawfully vested, including therein powers to acquire land and interests therein by eminent domain in pursuance of the purposes of the Corporation.

7. To produce, acquire, manufacture, process, transport, own, hold, encumber, sell or otherwise dispose of and otherwise deal in equipment, commodities, materials, goods, wares and merchandise, and personal property of every kind and description.

8. To engage in scientific research or development work as may be necessary, useful, or convenient in connection with the business of the Corporation.

9. To make, enter into, and carry out any arrangements with any domestic or foreign governmental, municipal, or public authority or with any corporation, association, firm, syndicate, entity, or individual, domestic or foreign, to obtain therefrom or otherwise to acquire by purchase, lease, assignment, or otherwise any powers, rights, privileges, immunities, franchises, guaranties, grants, and concessions; to acquire, hold, own, exercise, exploit, dispose of, and realize upon the same, and to undertake and prosecute any business dependent thereon; and to promote, cause to be formed, and aid in any way any corporation, association, partnership, syndicate, or entity for any such purposes.

10. To purchase, apply for, register, obtain or otherwise acquire, and to hold, own, use, operate, develop and introduce, and sell, lease, assign, pledge or in any manner dispose of and in any manner deal with and contract with reference to letters patent, patents, patent rights, patented processes, designs, and similar rights, copyrights, trade-marks, trade names, and similar rights granted by the United States or any other government or country, or any interest therein, or any inventions, discoveries, and improvements, and to acquire, own, use, or in any manner dispose of any and all inventions, improvements, and processes, labels, designs, marks, brands, or other rights, and to work, operate, or develop the same.

11. To build, purchase, take in exchange, lease, charter, hire, or otherwise acquire the ownership or use of, to navigate, operate as owner, charterer, or managing operator, ship and man ships, vessels, and aircraft of all types and classes, however propelled or with no propelling power, or sailing ships, together with all the equipment, stores, furniture, and appurtenances thereof, docks, wharves, piers, basins, dry docks, graving docks and floating dry docks, works, shipyards, repair yards, salvage and towing craft and their equipment, oil terminals whether on land or off shore, and all other kinds of buildings,

or structures on land or afloat used in connection with shipping or aviation, and to maintain, repair, improve, recondition, re-engine, convert, alter and to manufacture or otherwise acquire parts, tools, machinery, appliances, and materials for, and to sell, exchange, mortgage, lease, let out on hire or charter or otherwise deal with and dispose of any of the items of property aforesaid.

12. To use and employ any of the ships, vessels, aircraft, buildings, and structures above set forth and so built, acquired, owned, operated, leased, chartered, or held, in any lawful business, trade, commerce, or navigation and for the storing, loading, transportation, and carriage of persons, property, goods, and merchandise of every description, in bulk or otherwise, and packed in any containers, whether such property, goods, and merchandise are owned by this Corporation or by any other person, persons, or corporation, between such ports or airports in any part of the world as may seem expedient, and to enter into charter parties and contracts for the loading, storage, and carriage of any such property, goods, or merchandise; and in general to carry on all or any of the businesses of merchants, ship-owners, ship brokers, Custom House brokers, insurance brokers, managers of shipping property, freight contractors, carriers of passengers and goods by water, barge owners, wharfingers, stevedores, lightermen, salvagemen, tug owners, dry dock owners, shipbuilders, ship designers and engineers, naval architects, ship repairmen, forwarding agents, warehousemen, and general traders, whether as principal or agent; and, generally, to do any and all things necessary or incidental to such businesses or any of them.

13. To apply for and obtain from the Government of the United States of America, or from any other government, either as principal or agent, the registry, enrollment, or license of such ships, vessels, or other floating structures or aircraft cognizable by the registry or enrollment and license laws of such government, as may be built, acquired, owned, chartered, or operated by this Corporation in and about its said business of operating ships and aircraft, in and between the different ports and airports of the United States of America and its colonies, dependencies, or possessions, and in and between ports and airports of or belonging to the United States and the ports and airports of foreign countries, their colonies, dependencies, or possessions and in and between the ports and airports of or belonging to foreign countries or otherwise.

14. To purchase or otherwise acquire the whole or any part of the property, assets, business, good will and rights and to undertake or assume the whole or any part of the liabilities and obligations of any person, firm, association, corporation, or organization, and to pay for the same or any part or combination thereof in cash, shares of the capital stock, bonds, and other obligations of this Corporation or otherwise; or by undertaking and assuming the whole or any part of the liabilities or obligations of the transferor; and to hold or in any manner dispose of the whole or any part of the property and assets so acquired or purchased, and to conduct in any lawful manner the whole or any part of the business so acquired and to exercise all the powers necessary or convenient in and about the conduct, management, and carrying on of such business.

15. To acquire, hold, own, guarantee, sell, assign, exchange, transfer, mortgage, pledge, or otherwise dispose of or deal in any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts, and other securities, obligations, choses in action, and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts, or persons, public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory, province, municipality, or other political subdivision or by any gov-

ernmental agency, and as owner thereof to possess and exercise all the rights, powers, and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement, and enhancement in value thereof.

16. To promote or to aid in any manner financially or otherwise, any corporation or association of which any stocks, bonds, or other evidences of indebtedness or securities are held or in any manner guaranteed directly or indirectly by this Corporation or in which this Corporation is or may in any way be interested; and for this purpose to guarantee the contracts, dividends, stocks, bonds, notes, and other obligations of such other corporations or associations; and to do any other acts or things designed to protect, preserve, improve, or enhance the value of such stocks, bonds, or other evidences of indebtedness or securities.

17. To organize or cause to be organized under the laws of any state, district, territory, province, or government, a corporation or corporations for the purpose of accomplishing any or all of the objects for which this Corporation is organized, and to dissolve, wind up, liquidate, merge, or consolidate any such corporation or corporations or to cause the same to be dissolved, wound up, liquidated, merged, or consolidated.

18. To borrow money, draw, make, accept, endorse, discount, transfer, assign, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures, and other negotiable and transferable instruments and evidences of indebtedness, without limit as to amount, and for the purpose of securing any of its obligations or contracts, to convey, transfer, assign, deliver, mortgage, and pledge all or any part of the property or assets owned or held by this Corporation, or to execute throughout agreements or obligations, upon such terms and conditions as the Board of Directors shall authorize.

19. To loan to any person, firm, or corporation any of its surplus funds, either with or without security.

20. To conduct and carry on any of the objects and purposes herein enumerated for its own account, or jointly with other persons, firms, or corporations or for any person, firm, or corporation, and for such compensation payable in cash, or property, or part cash and part property, as it shall from time to time determine.

21. To purchase, hold, sell, exchange or transfer, or otherwise deal in shares of its own capital stock, bonds, or other obligations from time to time to such an extent and in such manner and upon such terms as its Board of Directors shall determine; provided that this Corporation shall not use any of its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of the capital of this Corporation, and provided further, that shares of its own capital stock belonging to this Corporation shall not be voted directly or indirectly.

22. To carry on as a principal, agent, factor, commission merchant, or otherwise the said business or businesses hereinbefore referred to, and each and every part thereof.

23. To enter into and perform contracts of every kind and description for any lawful purpose with any person, firm, association, or corporation, municipality, body politic, county, territory, state, government, or colony or dependency thereof without limit as to amount.

24. To do all and everything necessary, suitable, and proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other

corporations, firms, or individuals, and to do every other act or acts, thing or things, incidental or appurtenant to or growing out of or connected with the aforesaid business, purposes, or powers or any part or parts thereof; and to have all the rights, powers, and privileges now or hereafter conferred upon a corporation organized under the laws of the State of Delaware as they now exist or may be amended or supplemented.

The foregoing clauses shall be construed both as objects and powers; and the foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the powers of the Corporation; and it is the intention that the purposes, objects, and powers specified in each of the paragraphs of this Article Third shall, except as otherwise expressly provided, in no wise be limited or restricted by reference to or inference under the terms of any other clause or paragraph of this Article or of any other Article hereof, but that each of the purposes, objects, and powers specified in this Article and each of the Articles or paragraphs hereof shall be regarded as independent purposes, objects, and powers.

FOURTH: The total number of shares of capital stock which the Corporation shall have authority to issue is 1,000, each of which shares shall be of the same class as all others and all of which shares shall be without par value.

FIFTH: The amount of capital with which the Corporation will commence business is One Thousand Dollars (\$1,000).

SIXTH: The names and places of residence of the incorporators are as follows:

<u>Names</u>	<u>Residences</u>
Paul Griffin	Tulsa, Oklahoma
Bruce Ramsey	Tulsa, Oklahoma
H. P. Hellinghausen	Tulsa, Oklahoma

SEVENTH: The corporation is to have perpetual existence.

EIGHTH: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

NINTH: In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

To make, alter, or repeal the bylaws of the Corporation.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation.

To set apart out of any of the funds of the Corporation available for dividends a reserve, or reserves, for any proper purpose or to abolish any such reserve in the manner in which it was created.

When and as authorized by the affirmative vote of the holders of the majority of the stock issued and outstanding, having voting power, given at a stockholders' meeting duly called for that purpose, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease, or exchange all of the property and assets of the Corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration which may be in whole or in part shares of stock in or other securities of any other corporation, or

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corporations, as its Board of Directors shall deem expedient and for the best interests of the Corporation.

To exercise such further and additional powers as may be conferred upon it in the bylaws of the Corporation.

TENTH: Meetings of stockholders may be held without the State of Delaware, if the bylaws so provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be from time to time designated by the Board of Directors.

ELEVENTH: The Corporation reserves the right to amend, alter, change, or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

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SECTION IV.

The bylaws of Interstate as in effect at the effective date of this Agreement shall be the bylaws of the surviving corporation until duly altered, amended, or repealed as therein provided.

SECTION V.

The first Board of Directors of the Corporation on and after the date when the merger provided for herein becomes effective shall be as follows:

Phelan H. Hunter
W. S. Spangler
S. Brown
W. F. Davis
Charles E. Shaver

The first annual meeting of the stockholders of the surviving corporation held after the date when this Agreement becomes effective shall be the annual meeting provided or to be provided by the bylaws for the year 1962. The officers of the surviving corporation after the date when the merger provided for herein becomes effective shall be as follows:

President
Executive Vice President
Vice President
Vice President
General Counsel
Controller
Treasurer
Secretary
Assistant Controller
Assistant Treasurer
Assistant Treasurer
Assistant Treasurer
Assistant Secretary

Phelan H. Hunter
W. S. Spangler
S. Brown
W. F. Davis
Charles E. Shaver
John D. Sturtevant
E. L. Krueger
Frank R. Clark, Jr.
H. C. Bloomfield
Frank R. Clark, Jr.
Chas. P. Endress
J. McGarrie
J. McGarrie

SECTION VI.

This Plan and Agreement of Merger shall be effective as of the close of business either on July 31, 1961, or on the day on which a Certificate of Merger shall be issued by the Secretary of State of Texas, whichever shall be later. Thereupon the Corporation shall possess all the rights, privileges, powers, and franchises as well of a public as a private nature and be subject to all restrictions, disabilities, and duties of each of the corporations, parties to this Agreement, and all and singular, the rights, privileges, powers, and franchises of each of said corporations and all property, real, personal, and mixed, and all debts due to each of said corporations on whatever account shall be vested in the Corporation; and all property rights and privileges, powers, and franchises and all and every other interest shall be thereafter as effectively the property of the Corporation as they were of the respective corporations, parties to this Agreement, and the title to any real estate, whether by deed or otherwise, vested in either of said corporations, parties hereto, shall not revert or be in any way impaired by reason of this merger, provided that all rights of creditors and all liens upon the property of each of said corporations, parties hereto, shall be preserved unimpaired, and all debts, liabilities and duties of Humble, the corporate party of the first part, shall thenceforth attach to the Corporation, and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.

If at any time the Corporation shall consider or be advised that any assignments or assurances in law or any other things are necessary or desirable to vest in the Corporation, according to the terms of this Agreement, the title to any property or rights of Humble, the proper officers or Directors of Humble shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Corporation, and otherwise to carry out the purposes of this Plan and Agreement of Merger.

SECTION VII.


Upon the approval and adoption of this Agreement by Humble Oil & Refining Company, a Delaware corporation, the sole owner of all of the issued and outstanding shares of stock of Humble and of Interstate, that fact shall be duly certified hereon by the Secretary or any Assistant Secretary of Humble, under its corporate seal and by the Secretary or any Assistant Secretary of Interstate, under its corporate seal; and this Agreement, so approved, adopted, and certified, thereupon shall be signed by the President or any Vice President and by the Secretary or any Assistant Secretary of Humble and Interstate under their respective corporate seals and be duly acknowledged by each such President or Vice President. This Agreement so certified and acknowledged shall be filed in the Office of the Secretary of State of Delaware and a copy thereof duly certified by said Secretary of State shall be recorded in the Office of the Recorder of Deeds for New Castle County, Delaware, and Articles of Merger shall be executed, verified and filed in the Office of the Secretary of State of Texas as required by the laws of the State of Texas.

For the convenience of the parties and to facilitate the filing of this Agreement, any number of counterparts thereof may be executed and each such executed counterpart shall be deemed to be an original instrument.

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IN WITNESS WHEREOF, each party to this Plan and Agreement of Merger pursuant to authority duly given by its Board of Directors, has caused these presents to be executed by all or a majority of the Directors of each party hereto and the corporate seal to be affixed, as of the day and year first above written.

ATTEST:


Emory
Secretary

HUMBLE PIPE LINE COMPANY

By *H. S. Dargatzis*

P. D. Phillips

Charles E. Shaver

Emory
James S. ...

W. A. Castille

All or a majority of the Board of Directors of
Humble Pipe Line Company

ATTEST:

Frank R. ...
Secretary

INTERSTATE OIL PIPE LINE COMPANY

By *Helene ...*

S. Brown

H. F. Davis

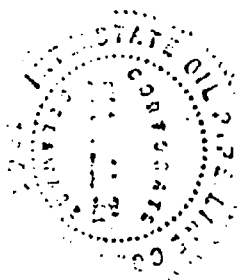
All or a majority of the Board of Directors of
Interstate Oil Pipe Line Company

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CERTIFICATE

I, Frank R. Clark, Jr., Secretary of Interstate Oil Pipe Line Company, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary and under the seal of said corporation, in accordance with the provisions of Sections 251 and 252 of the General Corporation Law of the State of Delaware, that the Plan and Agreement of Merger to which this Certificate is attached, after having been first duly approved and signed on behalf of Interstate Oil Pipe Line Company by all or a majority of the Directors thereof, and having been signed by all or a majority of the Directors of Humble Pipe Line Company, a corporation of the State of Texas, was duly adopted pursuant to Section 228 of the General Corporation Law of the State of Delaware by written consent of the stockholder holding one thousand (1,000) shares of the capital stock of Interstate Oil Pipe Line Company, same being all of the shares issued and outstanding, which Plan and Agreement of Merger was thereby adopted as the act of the stockholder of said Interstate Oil Pipe Line Company and the duly adopted agreement and act of said corporation.

WITNESS my hand and the seal of said Interstate Oil Pipe Line Company on this the 24th day of July, 1961.



Frank R. Clark, Jr.
Secretary

CERTIFICATE

I, E. L. Krueger, Secretary of Humble Pipe Line Company, a corporation organized and existing under the laws of the State of Texas, hereby certify, as such Secretary and under the seal of said corporation, that the Plan and Agreement of Merger to which this Certificate is attached, after having been first approved by the Board of Directors of Humble Pipe Line Company by resolution duly adopted, in accordance with the Business Corporation Act of the State of Texas, and after having been signed by all or a majority of said Directors, and having been signed by all or a majority of the Directors of Interstate Oil Pipe Line Company, a corporation of the State of Delaware, was duly approved pursuant to Article 9.10 of the Business Corporation Act of the State of Texas by signed written consent of the shareholder holding one thousand (1,000) shares of the capital stock of Humble Pipe Line Company, same being all of the shares issued and outstanding.

WITNESS my hand and the seal of said Humble Pipe Line Company on this the 21st day of July, 1961.

E. L. Krueger
Secretary

A circular seal with the text "HUMBLE PIPE LINE COMPANY" around the perimeter and "TEXAS" at the bottom. In the center, there is a five-pointed star.

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The above PLAN AND AGREEMENT OF MERGER, having been approved and signed by all or a majority of the Boards of Directors of Humble Pipe Line Company and of Interstate Oil Pipe Line Company, and having been adopted and approved by the owner of all of the issued and outstanding shares of stock of each of said corporations, all in accordance with the provisions of Sections 251, 252, and 228 of the General Corporation Law of the State of Delaware and with the provisions of the Business Corporation Act of the State of Texas, including Article 9.10 thereof, and that fact having been certified on said Plan and Agreement of Merger by the Secretary or Assistant Secretary of Humble Pipe Line Company and by the Secretary or Assistant Secretary of Interstate Oil Pipe Line Company, the President or Vice President and Secretary or Assistant Secretary of each of said corporations do now hereby execute the said Plan and Agreement of Merger under the corporate seals of their respective corporations, by the authority of the Directors and stockholder or shareholder thereof, as the respective act, deed, and agreement of each of said corporations as of the 24th day of July, 1961.

HUMBLE PIPE LINE COMPANY

ATTEST:

[Signature]
Secretary

By *[Signature]*
[Signature]
President
Secretary

INTERSTATE OIL PIPE LINE COMPANY

ATTEST:

[Signature]
Secretary


By *[Signature]*
[Signature]
President
Secretary

STATE OF TEXAS
COUNTY OF HARRIS }



BE IT REMEMBERED that on this 24th day of July, A. D. 1961, personally came before me, Fred G. Court, Jr., a Notary Public in and for the County and State aforesaid, W. S. Spangler, President of Humble Pipe Line Company, a corporation of the State of Texas and one of the corporations described in and which executed the foregoing Plan and Agreement of Merger, known to me personally to be such, and he, the said W. S. Spangler, as such --- President, acknowledged that said Plan and Agreement of Merger is the act, deed, and agreement of said Humble Pipe Line Company, that the signatures of the said --- President and the --- Secretary of said corporation to said foregoing Plan and Agreement of Merger are in the handwriting of said --- President and --- Secretary of said Humble Pipe Line Company, and that the seal affixed to said Plan and Agreement of Merger is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

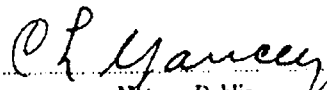

Notary Public in and for
Harris County, Texas

STATE OF LOUISIANA
PARISH OF ORLEANS }

SS:

BE IT REMEMBERED that on this 24th day of July, A. D. 1961, personally came before me, C. W. Yancey, a Notary Public in and for the Parish and State aforesaid, Phelan H. Hunter, President of Interstate Oil Pipe Line Company, a corporation of the State of Delaware and one of the corporations described in and which executed the foregoing Plan and Agreement of Merger, known to me personally to be such, and he, the said Phelan H. Hunter, as such --- President, acknowledged that said Plan and Agreement of Merger is the act, deed, and agreement of said Interstate Oil Pipe Line Company, that the signatures of the said --- President and the --- Secretary of said corporation to said foregoing Plan and Agreement of Merger are in the handwriting of said --- President and --- Secretary of said Interstate Oil Pipe Line Company, and that the seal affixed to said Plan and Agreement of Merger is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.


Notary Public



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12-18-72

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

* * * * *

Humble Pipe Line Company, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of Humble Pipe Line Company resolutions were duly adopted setting forth a proposed amendment to the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that effective January 1, 1973, at 12:01 a.m. the Certificate of Incorporation of this Corporation be amended by changing the Article thereof numbered "FIRST" so that as amended said Article shall be and read as follows:

"The name of the Corporation is:
EXXON PIPELINE COMPANY"

BE IT FURTHER RESOLVED, that a special meeting of the stockholders of this corporation be and it hereby is called to be held at the office of the corporation at 800 Bell Avenue, Houston, Texas, on the 13th day of November, 1972, at 10:00 o'clock in the morning, to take action upon the said resolution and that ten (10) days' written notice of the said meeting be given personally to the stockholders by the Secretary of the Corporation.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That this Certificate of Amendment of the Certificate of Incorporation shall be effective on January 1, 1973.

IN WITNESS WHEREOF, said Humble Pipe Line Company has caused
this certificate to be signed by S. Brown, its Vice President, and attested
by Frank R. Clark, Jr., its Secretary, this 13th day of November, 1972.


HUMBLE PIPE LINE COMPANY

By


Vice President

ATTEST:

By


Secretary

8303550224

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CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

Henry C. Kuylen
SECRETARY OF STATE

* * * * *

Exxon Pipeline Company, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That, at a meeting of the Board of Directors of Exxon Pipeline Company, resolutions were duly adopted setting forth a proposed amendment to the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and directing that, pursuant to Section 228 of the General Corporation Law of the State of Delaware, the consent of the stockholders of said corporation be sought and the proposed amendment be considered and approved. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of Exxon Pipeline Company be amended by changing the Article thereof numbered "FOURTH" so that as amended said Article shall be and read as follows:

"The total number of shares of capital stock which the Corporation shall have authority to issue is 1,055, each of which shares shall be of the same class as all others and all of which shares shall be without par value."

SECOND: That thereafter, pursuant to resolution of its Board of Directors, the written consent of the stockholders in lieu of meeting was obtained, in accordance with Section 228 of the General Corporation Law of the State of Delaware, in which the stockholders holding the necessary number of shares approved the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

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FOURTH: That this Certificate of Amendment of the Certificate of Incorporation shall be effective on December 21, 1983.

IN WITNESS WHEREOF, said Exxon Pipeline Company has caused this certificate to be signed by J. I. Finch, its Vice President, and attested by S. A. Flint, its Assistant Treasurer, this 20th day of December, 1983.

EXXON PIPELINE COMPANY

By J. I. Finch
Vice President *Buff*

ATTEST:

By S. A. Flint
Assistant Treasurer

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CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
EXXON PIPELINE COMPANY

EXXON PIPELINE COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, at a meeting duly convened and held, adopted the following resolution:

RESOLVED that the Board of Directors deems and hereby declares it advisable that the corporation's Certificate of Incorporation be amended by changing the Article thereof numbered "FIRST" so that, as amended, said Article shall be and read as follows:

FIRST: The name of the corporation is ExxonMobil Pipeline Company.

SECOND: That the said amendment had been consented to and authorized by the holders of a majority of the issued and outstanding stock entitled to vote by written consent given in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

FOURTH: That the effective date of the aforesaid amendment is January 1, 2000.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by R. A. Rabinow, President, this 17 day of December, 1999.



R. A. Rabinow
President

**CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT**

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is

EXXONMOBIL PIPELINE COMPANY

2. The registered office of the corporation within the State of Delaware is hereby changed to 1013 Centre Road, City of Wilmington 19805, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on January 10, 2000.

J. K. Gorte
J. K. Gorte
Secretary

[Name, title of authorized officer]

**Federal
Supplemental
Question 1b**

ExxonMobil Pipeline Company

Certificate of Secretary

I, M. R. Harris, Secretary of ExxonMobil Pipeline Company, a Delaware Corporation, DO HEREBY CERTIFY that:

Attached hereto is a true and correct copy of the Company's By-Laws, in effect on the date hereof, with the one and only amendment listed below.

I DO HEREBY FURTHER CERTIFY that the resolution listed below pertaining to an amendment of the Company's By-Laws was adopted by Exxon Pipeline Company's Board of Directors on January 13, 1999 by Consent to Written Action in Lieu of Meeting:


WHEREAS, Article 4 of the By-Laws of the Corporation currently requires that the annual meeting of the stockholders of the Corporation be held on the second Tuesday of January of each year;

WHEREAS, the Board of Directors desires to provide reasonable flexibility in the scheduling of the annual stockholders meeting.

NOW THEREFORE, the Board of Directors resolve and do hereby modify the By-Laws of the corporation by deleting the current Article 4 of the By-Laws in its entirety and in lieu thereof inserting the following new Article 4:

"4. The annual meeting of stockholders shall be held at such location and at such time during the first quarter of the calendar year as the Board of Directors may fix by resolution. At such meeting, the directors shall be elected and there shall be transacted such other business as may properly be brought before the meeting."

WITNESS my hand and seal of the Corporation this 23rd day of February 2001.



M. R. Harris, Secretary

B Y - L A W S
O F
E X X O N P I P E L I N E C O M P A N Y
A S A M E N D E D
(D E L A W A R E)

OFFICES

1. The principal office shall be in the City of Wilmington, County of New Castle, State of Delaware, and the name of the Resident Agent in charge thereof is The Corporation Trust Company.
2. The corporation may also have an office in the City of Houston, State of Texas, and also offices at such other places as the Board of Directors may from time to time appoint or the business of the corporation may require.

SEAL

3. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization, and the words "Corporate Seal, Delaware." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

STOCKHOLDERS' MEETINGS

4. The annual meeting of stockholders shall be held in the office of the corporation, at Houston, Texas, or at such other place as the Board of Directors may fix, on the second Tuesday of January of each year except that if that day is a legal holiday the meeting shall be held on the next succeeding business day. At such meeting, the directors shall be elected, and there shall be transacted such other business as may properly be brought before the meeting.
5. Special meetings of the stockholders for any purpose may be held at such place and time as shall be stated in the notice of the meeting.
6. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-Laws. If, however, such a quorum shall not be present or represented at any meeting of the stockholders, the meeting shall be held on the next succeeding business day and shall continue to be so deferred from day to day without notice until a quorum shall be present. At such meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.
7. At any meeting of the stockholders, every stockholder having the right to vote shall be entitled to vote in person or by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than three years prior to said meeting, unless said instrument provides a longer period. Each stockholder shall have one vote for each share of stock having voting power, registered in his name on the books of the corporation, and except where the transfer books of the corporation shall have been closed or a date shall have been fixed as a record date for the determination of its stockholders entitled to vote, no share of stock shall be voted on at any election for directors which shall have been transferred on the books of the corporation within twenty days next preceding such election of directors.

8. Notice of the time, place, and object of each annual and special meeting of stockholders shall be served upon or mailed to each stockholder entitled to vote thereat at such address as appears on the stock books of the corporation at least ten days prior to the meeting.

9. A complete list of the stockholders entitled to vote at the ensuing election, arranged in alphabetical order with the address of each and the number of voting shares registered in the name of each, shall be prepared by the Secretary and filed in the office where the election is to be held at least ten days before every election and shall at all times during the usual hours for business and during the whole time of said election be open to the examination of any stockholder.

10. Special meetings of the stockholders for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be called by the President or Secretary upon the request in writing of a majority of the Board of Directors or upon the request in writing of stockholders owning a majority in interest of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

11. Business transacted at all special meetings shall be confined to the objects stated in the notice.

DIRECTORS

12. The number of directors which shall constitute the whole Board shall be determined from time to time by the Board of Directors, but shall not be less than one nor more than five. Directors need not be stockholders. Except as otherwise provided in these By-Laws, the directors shall be elected at the annual meeting of the stockholders and shall hold office until their successors are respectively elected and qualified.

13. The directors may hold their meetings and keep the books of the Corporation, except the original or duplicate Stock Register, outside of Delaware at the office of the corporation in the City of Houston, Texas, or at such other places as they may from time to time determine.

14. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining directors, though less than a quorum, may choose a successor or successors who shall hold office until the next annual election and until their successors are duly elected and qualified.

15. The property and business of the corporation shall be managed by the Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders.

MEETINGS OF THE BOARD

16. The first meeting of each newly elected Board shall be held at the office of the corporation in the City of Houston, Texas, immediately following the annual meeting of the stockholders, or at such other time and place, either within or without the State of Delaware, as shall be fixed by the vote of the stockholders at the annual meeting, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a majority of the whole Board shall be present; or they may meet at such place and time as shall be fixed by the consent in writing of all the directors.

17. Regular meetings of the Board may be held without notice at such time and place, either within or without the State of Delaware, as from time to time shall be determined by the Board.

18. Special meetings of the Board may be called by the President on three days' notice to each directors, either personally or by mail, telegram or telephone; special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two directors.

19. At all meetings of the Board a majority of the existing number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors except as may be otherwise specifically provided by statute or by the Certificate of Incorporation or by these By-Laws.

OFFICERS

20. The officers of the corporation shall be chosen by the Board of Directors and shall be a President and a Secretary, and such other officers as the Board of Directors may from time to time deem appropriate. Any two offices may be held by the same person.

21. The officers of the corporation shall be chosen by the Board of Directors at its first meeting after each annual meeting of stockholders. The President shall be chosen from among the members of the Board of Directors. Other officers need not be members of the Board of Directors.

22. The Board may elect or appoint such other officers or agents or attorneys in fact as it may deem necessary who shall hold their offices for such terms and shall exercise such powers and shall perform such duties as shall be determined from time to time by such Board.

23. The officers of the corporation shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officers becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

PRESIDENT

24. The President shall be the chief executive officer of the corporation and shall have all the powers and authority incident thereto not in conflict with these By-Laws and the resolutions of the Board of Directors and shall preside at all meetings of the stockholders and of the Board of Directors and shall perform such duties as the Board of Directors shall impose upon him, and all of the acts within the scope of his authority shall be the acts of the corporation and binding upon it.

25. He shall, with the Secretary, sign all Certificates of Stock of the corporation.

26. He shall have general oversight, care, and management of all monies, property, and business of the corporation, subject always to the control of the Board of Directors, and shall have such further and other powers as the Board may from time to time authorize, and in time of war or a national emergency, may by a vote of the Board, be vested with the full powers of the Board as to all executive and administrative acts to be performed on behalf of the company.

EXECUTIVE VICE PRESIDENT

27. The Executive Vice President shall assist the President in the general administration and active management of the company's affairs. In the event of the absence or disability of the President, the Executive Vice President shall perform the duties and exercise the powers of the President.

VICE PRESIDENTS

28. The Vice President, or Vice Presidents in order of seniority, shall perform the duties of the President in the case of the absence or inability to act of the President and the Executive Vice President. A Vice President may sign Certificates of Stock and shall have such other powers and perform such other duties as may from time to time be assigned to him by the Board of Directors or the President.

GENERAL COUNSEL

29. The General Counsel shall be head of the Law Department of the company and shall have general supervision of all legal matters in which the company is interested and shall perform such other duties as may from time to time be assigned to him by the Board of Directors or the President.

CONTROLLER

30. The Controller shall have charge of and be responsible for the general accounting of the company. He shall have general supervision over all accounting and auditing for the company. In addition, he shall coordinate all other accounting and statistical work of the company. He shall prepare or have prepared by various accounting groups the statements and information desired by the officers and Board of Directors.

SECRETARY AND ASSISTANT SECRETARIES

31. The Secretary shall be ex officio secretary of meetings of stockholders and directors and shall attend their meetings to keep the minutes of proceedings of such meetings and be the custodian of the same.
32. Under the direction of the directors or the President, he shall give all notices of meetings of stockholders and directors and shall perform such other duties as may from time to time be assigned to him by the Board of Directors or the President.
33. He shall have general charge of the corporate seal and all facsimiles of the corporate seal of the corporation and shall, in the course of its business, affix the seal to all Certificates of Stock issued and, when authorized by the President or Board of Directors so to do, shall affix said seal to contracts and other instruments and shall also, with the President or a Vice President, sign all certificates of Stock of the corporation.
34. An Assistant Secretary, in the absence or disability of the Secretary, shall perform the duties and exercise the powers of the Secretary, shall perform such other duties as the Board of Directors shall prescribe and shall be authorized to affix the seal to contracts and other instruments in the course of the corporation's business, regardless of the presence or ability of the Secretary.

TREASURER AND ASSISTANT TREASURERS

35. The Treasurer shall have custody of the securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designed by the Board of Directors.
36. He shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors, whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation.
37. If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety, or sureties, as shall be satisfactory to the Board of the faithful performance of the duties of his office and for the restoration to the corporation in case of his death, resignation, retirement, or removal from office of all books, papers, vouchers, and money and other property of whatever kind in his possession or under his control belonging to the corporation.
38. An Assistant Treasurer, in the absence or disability of the Treasurer, shall perform the duties and exercise the powers of the Treasurer and shall perform such other duties as the Board of Directors shall prescribe.

CERTIFICATES OF STOCK

39. The Certificates of Stock of the corporation shall be numbered and shall be entered in the books of the corporation as they are issued. They shall exhibit the holder's name and number of shares and shall be signed by the President or a Vice President and by the Secretary or Assistant Secretary and shall bear the seal of the corporation.

TRANSFERS OF STOCK

40. Shares of stock of the corporation shall be transferred on the books of the corporation only by the holder thereof in person or by his duly authorized attorney upon the surrender and cancellation of the Certificate or Certificates therefor.

LOST CERTIFICATE OF STOCK

41. The Board of Directors may direct a new Certificate of Stock to be issued in place of any Certificate of Stock theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the registered owner who claims the Certificate of Stock to be lost or destroyed.

FISCAL YEAR

42. The fiscal year of the corporation shall be the calendar year.

AMENDMENTS

43. As provided in "ARTICLE NINTH" of the company's Certificate of Incorporation, the Board of Directors shall have the power to alter, amend or repeal these By-Laws or to adopt new By-Laws.

**Federal
Supplemental
Question 1c**

State of Alaska
Department of Community and Economic Development
Division of Banking, Securities and Corporations

CERTIFICATE
OF
COMPLIANCE

The undersigned, as Commissioner of Community and Economic Development of the State of Alaska, and custodian of corporation records for said state, hereby certifies that
EXXONMOBIL PIPELINE COMPANY

authorized to transact business in Alaska as


EXXONMOBIL PIPELINE COMPANY

is a corporation organized under the laws of **DELAWARE** and on **MARCH 8, 1968** qualified as a foreign business corporation authorized to do business in Alaska.

I FURTHER CERTIFY that said corporation is in good standing and has filed all biennial corporate reports due at this time and has paid all biennial corporation taxes and fees due and payable at this time.

No information is available in this office on the financial condition, business activity or practices of this corporation.

IN TESTIMONY WHEREOF, I execute this certificate and
affix the Great Seal of the State of Alaska on
FEBRUARY 5, 2001



Deborah B. Sedwick
Commissioner of Community
and Economic Development

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "EXXONMOBIL PIPELINE COMPANY" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-SIXTH DAY OF DECEMBER, A.D. 1941, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "OKLAHOMA PIPE LINE COMPANY" TO "INTERSTATE OIL PIPE LINE COMPANY", FILED THE TWELFTH DAY OF DECEMBER, A.D. 1944, AT 11 O'CLOCK A.M.

CERTIFICATE OF OWNERSHIP, FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 1945, AT 11 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE THIRTEENTH DAY OF JULY, A.D. 1961, AT 10 O'CLOCK A.M.

CERTIFICATE OF AGREEMENT OF MERGER, CHANGING ITS NAME FROM "INTERSTATE OIL PIPE LINE COMPANY" TO "HUMBLE PIPE LINE COMPANY", FILED THE THIRTY-FIRST DAY OF JULY, A.D. 1961, AT 10 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0382013 8310

AUTHENTICATION: 0967755

010069521

DATE: 02-12-01

State of Delaware
Office of the Secretary of State

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CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "HUMBLE PIPE LINE COMPANY" TO "EXXON PIPELINE COMPANY", FILED THE EIGHTEENTH DAY OF DECEMBER, A.D. 1972, AT 11 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-FIRST DAY OF DECEMBER, A.D. 1983, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "EXXON PIPELINE COMPANY" TO "EXXONMOBIL PIPELINE COMPANY", FILED THE TWENTY-FIRST DAY OF DECEMBER, A.D. 1999, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JANUARY, A.D. 2000.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TENTH DAY OF JANUARY, A.D. 2000, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0382013 8310

AUTHENTICATION: 0967755

010069521

DATE: 02-12-01

**Federal
Supplemental
Question Id**

ExxonMobil Pipeline Company

Certificate of Secretary

I, M. R. Harris, Secretary of ExxonMobil Pipeline Company, a Delaware Corporation, DO HEREBY CERTIFY that:

The attached resolution pertaining to an Agreement and Grant of Right of Way for the Trans-Alaska Pipeline System with the United States of America, and a Right of Way Lease for the Trans-Alaska Pipeline System granted by the State of Alaska, was adopted by ExxonMobil Pipeline Company's Board of Directors on March 1, 2001 by Consent to Written Action in Lieu of Meeting.

WITNESS my hand and the seal of the Corporation this 27th day of March, 2001.

A handwritten signature in cursive script, appearing to read "M R Harris", written over a horizontal line.

M. R. Harris, Secretary

**RESOLUTIONS OF BOARD OF DIRECTORS
ACTION BY UNANIMOUS WRITTEN CONSENT**

The undersigned, being all of the members of the Board of Directors of ExxonMobil Pipeline Company, a Delaware corporation (the "Corporation"), in lieu of holding a special meeting of the Board of Directors (the "Board") of the Corporation, hereby adopts the following resolution by written consent in accordance with the provisions of Section 141(f) of the Delaware General Corporation Law and the Bylaws of the Corporation, with the same force and effect as if adopted at a special meeting of the Board, it being understood that the Secretary of the Company will record this Consent and the actions taken in the record of the Director Proceedings.

WHEREAS, the Corporation is party to an Agreement and Grant of Right of Way for the Trans-Alaska Pipeline System ("TAPS") with the United States of America ("Federal Grant") and has been granted a Right of Way Lease for the Trans-Alaska Pipeline by the State of Alaska ("State Lease"); and

WHEREAS, the Federal Grant expires on January 22, 2004 and the State Lease expires on May 2, 2004; and

WHEREAS, contemporaneous with the expiration of the Federal Grant and State Lease, the Corporation's interests in various Related Facilities, as that term is defined in the Federal Grant and State Lease, and other rights and interests pertaining to TAPS held under other instruments from the United States of America, the State of Alaska, and private individuals and entities (collectively with the Federal Grant and the State Lease, are referred to as the "TAPS Interests") will also expire; and

WHEREAS, it is in the best interest of the Corporation to renew the TAPS Interests; and

WHEREAS, the process of renewing the Federal Grant and other of the TAPS Interests requires the filing of an Application for Transportation and Utility Systems and Facilities on Federal Lands on Standard Form 299 ("SF 299") and the process of seeking renewal of the State Lease and other of the TAPS Interests requires the filing of an application for renewal (the "State Application") (collectively, SF 299 and the State Application are referred to as the "Applications"); and

NOW, THEREFORE, BE IT RESOLVED, that the Corporation is authorized to prepare, execute and deliver (i) the Applications and the exhibits and attachments thereto, and any amendments thereto, (ii) all other instruments and documents as may be required

by the granting authorities, or as may be deemed necessary or advisable by the Corporation, in connection with the processing of the Applications and the renewal of the TAPS Interests, including but not limited to a duration report, an environmental report, and a compliance report, and (iii) documentation of the final TAPS renewal documents; and

FURTHER RESOLVED, that the President of the Corporation is hereby authorized, for and on behalf of the Corporation, to execute and deliver the Applications, instruments, documents and documentation evidencing the final TAPS renewal documents and any and all supporting documentation, in such form as the President in his/her discretion may approve, such execution to be conclusive evidence of such approval; and

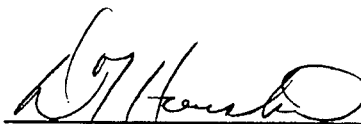
FURTHER RESOLVED, that the Corporation is authorized to designate as agent both persons employed by the Corporation and persons not employed by the Corporation; and

FURTHER RESOLVED, that the President of the Corporation is authorized to execute a Power of Attorney or other evidence of authority designating such persons as agent of the Corporation with full authority to act on behalf of the Corporation in connection with the renewal of the TAPS Interests; and

FURTHER RESOLVED, that the President is hereby authorized and directed, for and on behalf of the Corporation, to take such actions and to execute and deliver such documents and papers as he/she deems necessary or advisable to perform and comply with the requirements of the Applications, to complete the renewal of the TAPS Interests, and to effect the purposes of the foregoing resolutions as contemplated herein; and with the authority granted herein being non-exclusive.

This Consent and Resolution is effective as of the 1st day of March 2001.

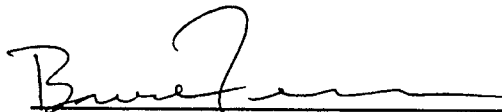
Being all of the members of the Board of Directors:



D. M. Houston



R. A. Rabinow



B. E. Ference

Federal Supplemental Question 1e

Company & Address	Information & Notes
Exxon Mobil Corporation 5959 Las Colinas Blvd. Irving, Texas 75039	No shareholder owning greater than 3% of shares
Exxon Pipeline Holdings, Inc. 3225 Gallows Road Fairfax, Virginia	Exxon Mobil Corporation owns 100% shares of Exxon Pipeline Holdings, Inc.
ExxonMobil Pipeline Company 800 Bell Street, Room 755 Houston, Texas 77002	Exxon Pipeline Holdings, Inc. owns 1,055 shares (100%) of ExxonMobil Pipeline Company.
Alyeska Pipeline Service Company 1835 South Bragaw Street Anchorage, Alaska 99512	Percentage ownership = 20.34 Shares = 2,034
Dixie Pipeline Company 1117 Perimeter Center West, Suite West 301 Atlanta, Georgia 30338	Percentage ownership = 11.06 Shares = 4,643
ELPP GP, Inc. 800 Bell Street Houston, Texas 77002	ExxonMobil Pipeline Company owns 1,000 shares (100%) of ELPP GP. (ELPP GP's total number of shares is 1,000.)
ELPP Holdings, Inc. 800 Bell Street Houston, Texas 77002	ExxonMobil Pipeline Company owns 1,000 shares (100%) of ELPP Holdings. (ELPP Holding's total number of shares is 1,000.)
Endicott Pipeline Company P. O. Box 190848 Anchorage, Alaska 99519-0848	Percentage ownership = 21.0206 Shares = N/A
Gaviota Terminal Company 777 Walker Street Two Shell Plaza, Suite 15100 Houston, Texas 77002	Percentage ownership = 20.00 Shares = N/A
Longhorn Partners Pipeline, G.P., L.L.C. 1801 N. Lamar Street, Suite 100 Dallas, Texas 75202	Percentage ownership = 20.00 Shares = N/A Percentage is held by ELPP GP, Inc., which is 100% owned by EMPCo
Longhorn Partners Pipeline, L.P. 1801 N. Lamar Street, Suite 100 Dallas, Texas 75202	Percentage ownership = 20.00 Shares = N/A Percentage is held by ELPP Holdings, Inc., which is 100% owned by EMPCo
Plantation Services, L.L.C. C/O Kinder Morgan Energy Partners, L.P. One Allen Center 500 Dallas Street, Suite 1000 Houston, Texas 77002	Percentage Ownership = 48.83
Plantation Pipe Line Company P. O. Box 18616 Atlanta, Georgia 31126-0616	Percentage ownership = 48.83 Shares = 62,260
Prince William Sound Oil Spill Response Corporation 1835 South Bragaw Street Anchorage, Alaska 99512	Percentage ownership = 30.513 Shares = 305,132

Ursa Oil Pipeline Company, LLC 777 Walker Street Two Shell Plaza, Suite 15100 Houston, Texas 77002	Percentage ownership = 15.96 Shares = N/A
West Shore Pipe Line Company 3400 South Badger Road Arlington Heights, Illinois 60005	Percentage ownership = 2.048 Shares = 770
Yellowstone Pipe Line Company P. O. Box 2197 Houston, Texas 77252	Percentage ownership = 40 Shares = 16,400

ICA	Company Name	Mobil's Net Interest
5528	ABRORAY PTY LIMITED	100.000
5633	ADCO PETROLEUM PTY LTD	100.000
3080	AGENCIA OPERADORA LA CEIBA, C.A.	100.000
1335	ALLEN BROTHERS ASPHALT LTD	100.000
0856	ALTADENA LIMITED	100.000
3106	AMPOLEX (CEPU) PTE LTD	100.000
3119	AMPOLEX (COLOMBIA), INC.	100.000
3126	AMPOLEX (HIGHLANDS) LIMITED	100.000
3105	AMPOLEX (INDONESIA) PTY. LIMITED	100.000
3115	AMPOLEX (PAPUA NEW GUINEA) LIMITED	100.000
3120	AMPOLEX (PERU), INC.	100.000
3118	AMPOLEX (PNG HOLDINGS), INC.	100.000
3123	AMPOLEX (PNG PETROLEUM), INC.	100.000
3128	AMPOLEX (PPL) PTY. LIMITED	100.000
3113	AMPOLEX (THAILAND) LIMITED	100.000
3112	AMPOLEX (TUNISIA) PTY LIMITED	100.000
3121	AMPOLEX (VENEZUELA), INC.	100.000
3109	AMPOLEX AE PTY. LIMITED	100.000
1711	APEX ORCHARDS INCORPORATED	100.000
1763	AUSTRALIAN SUPERIOR OIL COMPANY, LTD.	100.000
0472	B.V. PETROTANK	100.000
5585	BALYTAM, BALDES Y TAMBORES S.A.	100.000
1499	BESSEL-KOK B.V.	100.000
0566	BLUEFIELD INSURANCE LIMITED	100.000
1082	BLUEFIELD INTERNATIONAL INSURANCE INCORPORATED	100.000
1668	BP LUBRICANTS AND SPECIAL PRODUCTS LIMITED	100.000
1598	BP SCHMIERSTOFF GMBH	100.000
0373	C.A. DE PROPIEDADES SUCRE	100.000
1805	CANADIAN SUPERIOR FRONTIER RESOURCES LIMITED	100.000
1811	CANADIAN SUPERIOR OIL (NEDERLAND) B.V.	100.000
1835	CANADIAN SUPERIOR OIL (U.K.) LIMITED	100.000
5586	CANGEL C.A. NACIONAL DE GRASAS LUBRICANTES	100.000
0273	CIRCLE OIL COMPANY	100.000
1437	CLAIMS ADJUSTING AND PROCESSING SERVICE COMPANY	100.000
0097	COLONIAL VILLAGE CENTER, INC.	100.000
0735	COLONIAL VILLAGE, INC.	100.000
0642	COMPAGNIE IMMOBILIERE (COMIMMO)	100.000
5641	CORNELL PETROLEUM PTY LTD	100.000
0229	DELVAC LUBE, INC.	100.000
3088	DESARROLLO INMOBILIARIO REFORMA, S.A. DE C.V.	100.000
1269	DM LAND CORPORATION	100.000
3065	DUCKHAMS OILS LIMITED	100.000
0628	EAS (EUROPEAN ACCOUNTING SERVICES) B.V.	100.000
0824	EMOLEUM (AUSTRALIA) LIMITED	100.000
1328	ESTACIONES DE SERVICIO ML, S.A.	100.000
0811	EUPHORIC PTY LIMITED	100.000
1393	EXXONMOBIL CANADA CRUDE MARKETING INC.	100.000
1232	EXXONMOBIL CANADA ENERGY	100.000
1423	EXXONMOBIL CANADA HIBERNIA COMPANY LTD.	100.000
1380	EXXONMOBIL CANADA HIBERNIA FINANCE LTD.	100.000
0325	EXXONMOBIL CANADA LTD.	100.000
1395	EXXONMOBIL CANADA MIDSTREAM SERVICES LTD.	100.000
1233	EXXONMOBIL CANADA PROPERTIES	100.000
1356	EXXONMOBIL CHEMICAL FILMS ASIA PACIFIC, INC.	100.000
1281	EXXONMOBIL CHEMICAL FILMS EUROPE (U.K.) LIMITED	100.000
0252	EXXONMOBIL CHEMICAL FILMS EUROPE, INC.	100.000

ICA	Company Name	Mobil's Net Interest
1667	EXXONMOBIL DE VENEZUELA, S.A.	100.000
1485	EXXONMOBIL GAS INC.	100.000
1478	EXXONMOBIL GAS VENTURES INC.	100.000
1364	EXXONMOBIL KAZAKHSTAN INC.	100.000
1471	EXXONMOBIL KAZAKHSTAN VENTURES INC.	100.000
4528	EXXONMOBIL MARINE FUELS LIMITED	100.000
0683	EXXONMOBIL OIL INDONESIA INC.	100.000
1834	EXXONMOBIL RESOURCES LTD.	100.000
1353	EXXONMOBIL RISK MANAGEMENT ASIA PACIFIC PTE. LTD.	100.000
0427	EXXONMOBIL SALES AND SUPPLY CORPORATION	100.000
0859	EXXONMOBIL SAUDI ARABIA INC.	100.000
1397	FREEBEES B.V.	100.000
0652	GENERAL PETROLEUM COMPANY, INC.	100.000
0276	GENERAL PETROLEUM INC.	100.000
5619	GIPPSLAND PETROLEUM GROUP PTY LTD	100.000
3092	GRUPO MOBIL, S.A. DE C.V.	100.000
1740	GUINEE SUPERIOR OIL COMPANY, INC.	100.000
5530	GUZZARDI PETROLEUM (GIPPSLAND) PTY LIMITED	100.000
1046	H. VAN DER HEIJDEN SERVICE STATIONS B.V.	100.000
0236	HOUSTON COUNTY TIMBER COMPANY	100.000
0582	INTERNATIONAL MARINE TRANSPORTATION LIMITED	100.000
5620	IRWIN WIMMERA PETROLEUM PTY LIMITED	100.000
0258	J. BAUCO CORPORATION	100.000
3066	JOSEPH BATSONS LIMITED	100.000
1398	KEIJZER-DURIEUX B.V.	100.000
0266	KORDITE CORPORATION	100.000
0180	LEGACY HOLDING CORPORATION	100.000
3201	LUBRICANTES ESPECIALIZADOS DEL NORTE S.A. DE C.V.	100.000
1489	LUN TAT TONG INVESTIMENTO IMOBILIARIO, LIMITADA	100.000
0271	MAGNOLIA PETROLEUM INC.	100.000
0207	MAIN ELK CORPORATION	100.000
1457	MARINE GUARANTEE CORPORATION, INC.	100.000
1475	MCFC NATIONAL BANK	100.000
1354	MEI FOO GUANGZHOU PETROLEUM COMPANY LIMITED	100.000
0305	MEI FOO OIL LIMITED	100.000
0033	MEI FOO PROPERTIES LTD.	100.000
1239	MID STATE PETROLEUM PTY LIMITED	100.000
5516	MINERALOELWERK WEDEL GMBH & CO. OHG	100.000
1690	MOA HOLDING 1 GMBH	100.000
3095	MOBIL (INDIA) PRIVATE LIMITED	100.000
3110	MOBIL (LEGENDRE) PTY LTD	100.000
0828	MOBIL (SOUTHGATE) LIMITED	100.000
3082	MOBIL (TAICANG) LIQUEFIED PETROLEUM GAS CO. LTD.	100.000
1502	MOBIL (TAICANG) PETROCHEMICAL TERMINALLING COMPANY	100.000
1501	MOBIL (TAICANG) PETROLEUM COMPANY LIMITED	100.000
3076	MOBIL (TAICANG) TRAINING CENTRE COMPANY LTD	100.000
1696	MOBIL (ZHUHAI) LPG COMPANY LIMITED	100.000
3009	MOBIL (ZHUHAI) PETROLEUM COMPANY LIMITED	100.000
3007	MOBIL (ZHUHAI) PETROLEUM STORAGE COMPANY LIMITED	100.000
3008	MOBIL (ZHUHAI) PETROLEUM WHARF COMPANY LIMITED	100.000
3213	MOBIL (ZOCA 95-18) PTY LIMITED	100.000
0174	MOBIL ABU DHABI INC.	100.000
1216	MOBIL ACEH PRODUCING INC.	100.000
1460	MOBIL ADRIATIC DEVELOPMENT COMPANY INC.	100.000
1444	MOBIL AFRICA	100.000
0112	MOBIL AFRICA SALES INC.	100.000

ICA	Company Name	Mobil's Net Interest
1087	MOBIL ALASKA E&P INC.	100.000
0204	MOBIL ALASKA PIPELINE COMPANY	100.000
1417	MOBIL ALPHA	100.000
1663	MOBIL ARGENTINA LIMITED	100.000
3125	MOBIL ARGENTINA S.A.	100.000
3040	MOBIL ASIA MARKETING PTE LTD	100.000
0318	MOBIL ASIA PACIFIC INC.	100.000
0809	MOBIL ASIA SERVICES PTE LTD	100.000
1215	MOBIL AUSTRALIA FINANCE COMPANY PTY LTD	100.000
3101	MOBIL AUSTRALIA RESOURCES COMPANY PTY LIMITED	100.000
0075	MOBIL AUTO CLUB INC.	100.000
1200	MOBIL AUTO MART LIMITED	100.000
0808	MOBIL AUTOMOTIVE LUBES E-COMMERCE INC.	100.000
1458	MOBIL AUTOMOTIVE LUBRICANTS OF LOS ANGELES INC.	100.000
4526	MOBIL AVCO UK LIMITED	100.000
1472	MOBIL AZERBAIJAN VENTURES INC.	100.000
1258	MOBIL BANGKO INC.	100.000
3214	MOBIL BLOCK A LIMITED	100.000
1664	MOBIL BLORA LTD.	100.000
1337	MOBIL BOLIVIANA DE PETROLEOS INC.	100.000
0039	MOBIL BUSINESS RESOURCES CORPORATION	100.000
3081	MOBIL CALIFORNIA EXPLORATION & PRODUCING ASSET COM	100.000
1481	MOBIL CANADA PRODUCTS LTD.	100.000
0303	MOBIL CARRIER COMPANY INC.	100.000
3022	MOBIL CASPIAN PIPELINE COMPANY	100.000
1679	MOBIL CEPU INC.	100.000
1699	MOBIL CEPU LTD.	100.000
1595	MOBIL CERRO NEGRO HOLDING, LTD.	100.000
1596	MOBIL CERRO NEGRO, LTD.	100.000
0081	MOBIL CHEMICAL AMSTERDAM, INC.	100.000
0248	MOBIL CHEMICAL CANADA, LTD.	100.000
0265	MOBIL CHEMICAL COMPANY INC.	100.000
3031	MOBIL CHEMICAL FINANCE (LOUISIANA) INC.	100.000
3032	MOBIL CHEMICAL FINANCE (TEXAS) INC.	100.000
0262	MOBIL CHEMICAL INTERNATIONAL LTD.	100.000
1259	MOBIL CHEMICAL PRODUCTS INTERNATIONAL INC.	100.000
0304	MOBIL CHEMIE B.V.	100.000
1487	MOBIL CHINA AVIATION INC.	100.000
1453	MOBIL CIS SERVICES INC.	100.000
3096	MOBIL CNG LIMITED	100.000
0620	MOBIL COATINGS LIMITED	100.000
1674	MOBIL COMERCIAL DE VENEZUELA	100.000
0788	MOBIL CONO SUR LIMITADA	100.000
0235	MOBIL CONSTRUCTION SERVICES INC.	100.000
1375	MOBIL COORDINATION CENTER N.V.	100.000
0032	MOBIL CORPORATION	100.000
0723	MOBIL CORPORATION	100.000
0171	MOBIL CORTEZ PIPELINE INC.	100.000
1476	MOBIL CREDIT FINANCE CORPORATION	100.000
3016	MOBIL DE MEXICO, S.A. DE C.V.	100.000
0360	MOBIL DEVELOPMENT NIGERIA INC.	100.000
0402	MOBIL DEVELOPMENT NORWAY A/S	100.000
0261	MOBIL DEVELOPMENT ORIENT LIMITED	100.000
3075	MOBIL DIESEL SUPPLY CORPORATION	100.000
1507	MOBIL E&P HUNGARY EXPLORATION AND PRODUCING	100.000
3086	MOBIL E&P U.S. DEVELOPMENT CORPORATION	100.000

ICA	Company Name	Mobil's Net Interest
1488	MOBIL EASTERN EUROPE INC.	100.000
1376	MOBIL EASTERN EXPLORATION AND DEVELOPMENT INC.	100.000
1359	MOBIL EHS INC.	100.000
3203	MOBIL ENERGY INVESTMENTS B.V.	100.000
1662	MOBIL ENERGY TAIWAN LIMITED	100.000
1602	MOBIL ENERPERU HOLDING COMPANY LTD.	100.000
1504	MOBIL ENTERPRISES S.A.R.L.	100.000
1454	MOBIL EQUATORIAL GUINEA INC.	100.000
3030	MOBIL EQUIPMENT FINANCE COMPANY INC.	100.000
1225	MOBIL ERDGAS-ERDOEL GMBH	100.000
0784	MOBIL ESTE PIPELINE INC.	100.000
0249	MOBIL EUGENE ISLAND PIPELINE COMPANY	100.000
1680	MOBIL EURASIA PIPELINE CORPORATION	100.000
3044	MOBIL EUROPE & AFRICA LIMITED	100.000
1400	MOBIL EUROPE CARD CENTRE LIMITED	100.000
1474	MOBIL EUROPE GAS INC.	100.000
0506	MOBIL EUROPE INC.	100.000
3045	MOBIL EUROPE LIMITED	100.000
3043	MOBIL EUROPE LUBRICANTS N.V.	100.000
1673	MOBIL EXPLORACAO E DESENVOLVIMENTO DO BRASIL LTDA.	100.000
1035	MOBIL EXPLORATION & INVESTMENTS (MADAGASCAR) LTD.	100.000
0827	MOBIL EXPLORATION & PRODUCING AUSTRALIA PTY LTD	100.000
3011	MOBIL EXPLORATION & PRODUCING MIDDLE EAST INC.	100.000
1111	MOBIL EXPLORATION & PRODUCING U.S. INC.	100.000
1291	MOBIL EXPLORATION & PRODUCTION DEL ECUADOR INC.	100.000
1044	MOBIL EXPLORATION (PEUSANGAN) LTD.	100.000
1231	MOBIL EXPLORATION AND DEVELOPMENT ARGENTINA INC.	100.000
1447	MOBIL EXPLORATION AND DEVELOPMENT LATIN AMERICA	100.000
1459	MOBIL EXPLORATION AND DEVELOPMENT VENEZUELA INC.	100.000
3046	MOBIL EXPLORATION AND PRODUCING AZERBAIJAN INC.	100.000
1498	MOBIL EXPLORATION AND PRODUCING CHINA INC.	100.000
1688	MOBIL EXPLORATION AND PRODUCING COMPANY NIGERIA UN	100.000
1446	MOBIL EXPLORATION AND PRODUCING NEW ZEALAND INC.	100.000
1691	MOBIL EXPLORATION AND PRODUCING NORTH AMERICA INC.	100.000
1229	MOBIL EXPLORATION AND PRODUCING PERU INC.	100.000
0288	MOBIL EXPLORATION AND PRODUCING SERVICES INC.	100.000
3025	MOBIL EXPLORATION AND PRODUCING TUNISIA INC.	100.000
3026	MOBIL EXPLORATION AND PRODUCING TURKMENISTAN INC.	100.000
1448	MOBIL EXPLORATION AND PRODUCING VIETNAM, INC.	100.000
0435	MOBIL EXPLORATION ANGOLA INC.	100.000
1301	MOBIL EXPLORATION BOMBERAI, INC.	100.000
1283	MOBIL EXPLORATION DOMINICANA INC.	100.000
0332	MOBIL EXPLORATION EGYPT INC.	100.000
1323	MOBIL EXPLORATION GUYANA, INC.	100.000
0335	MOBIL EXPLORATION INDONESIA INC.	100.000
3077	MOBIL EXPLORATION INVESTMENTS INC.	100.000
1027	MOBIL EXPLORATION KENYA LTD.	100.000
1128	MOBIL EXPLORATION LATIN AMERICA INC.	100.000
1223	MOBIL EXPLORATION LENGURU EAST INC.	100.000
1222	MOBIL EXPLORATION LENGURU WEST INC.	100.000
1365	MOBIL EXPLORATION MAURITANIA INC.	100.000
0551	MOBIL EXPLORATION NIGERIA INC.	100.000
1266	MOBIL EXPLORATION NIUGINI INC.	100.000
0401	MOBIL EXPLORATION NORWAY INC.	100.000
1315	MOBIL EXPLORATION SOMALIA INC.	100.000
0375	MOBIL EXPLORATION ZAMBIA INC.	100.000

ICA	Company Name	Mobil's Net Interest
1131	MOBIL EXPLORATION ZIMBABWE, INC.	100.000
0500	MOBIL EXPORT CORPORATION	100.000
0722	MOBIL FAIRFAX INC.	100.000
0789	MOBIL FILM PRODUCTS HOLDINGS, INC.	100.000
3220	MOBIL FILMS DO BRASIL LTDA.	100.000
3207	MOBIL FILMS INC.	100.000
1049	MOBIL FOREIGN SALES CORPORATION	100.000
1465	MOBIL G.B. 388 FINANCE INC.	100.000
0169	MOBIL GAS LIQUIDS TRADING, INC.	100.000
1311	MOBIL GAS MARKETING (U.K.) LIMITED	100.000
1464	MOBIL GAS SERVICES INC.	100.000
1682	MOBIL GLOBAL (ONE) LIMITED	100.000
1683	MOBIL GLOBAL (TWO) LIMITED	100.000
0577	MOBIL GLOBAL GAS & POWER LIMITED	100.000
3078	MOBIL GLOBAL HOLDINGS COMPANY LTD.	100.000
5448	MOBIL HANDEL GMBH	100.000
4525	MOBIL HOLDCO UK LIMITED	100.000
1074	MOBIL HOLDINGS (EUROPE AND AFRICA) LIMITED	100.000
0580	MOBIL HOLDINGS (U.K.) LIMITED	100.000
0528	MOBIL HOLDINGS BENELUX INC.	100.000
0706	MOBIL HOLDINGS CORPORATION	100.000
0581	MOBIL HOLDINGS LIMITED	100.000
3023	MOBIL ILLINOIS PIPE LINE COMPANY	100.000
0419	MOBIL INDUSTRIAL SERVICES CORPORATION	100.000
0439	MOBIL INTERNATIONAL AVIATION AND MARINE SALES INC.	100.000
0584	MOBIL INTERNATIONAL COMPANY LIMITED	100.000
3103	MOBIL INTERNATIONAL FINANCE BV	100.000
0352	MOBIL INTERNATIONAL FINANCE CORPORATION	100.000
1394	MOBIL INTERNATIONAL FOREIGN EXCHANGE LIMITED	100.000
3089	MOBIL INTERNATIONAL HOLDINGS B.V.	100.000
3079	MOBIL INTERNATIONAL INVESTMENTS COMPANY LTD.	100.000
0267	MOBIL INTERNATIONAL PETROLEUM CORPORATION	100.000
1287	MOBIL INTERNATIONAL PETROLEUM SERVICES INC.	100.000
3083	MOBIL INTERNATIONAL TRADING (SHANGHAI) COMPANY LTD	100.000
1677	MOBIL INTERNATIONAL TRADING WEST AFRICA S.A.	100.000
1675	MOBIL INVESTITIONEN GMBH	100.000
1081	MOBIL INVESTMENTS CANADA INC.	100.000
0436	MOBIL INVESTMENTS INC.	100.000
0374	MOBIL INVESTMENTS S.A.	100.000
1124	MOBIL KAIUN PRIVATE LTD.	100.000
1473	MOBIL KAZAKHSTAN SERVICES INC.	100.000
1666	MOBIL KENYA HOLDINGS LIMITED	100.000
0289	MOBIL LAND DEVELOPMENT CORPORATION	100.000
3013	MOBIL LANGSA INC.	100.000
3029	MOBIL LEASE FINANCE COMPANY INC.	100.000
3216	MOBIL LERIK EXPLORATION AND PRODUCING LTD.	100.000
1689	MOBIL LNG AUSTRALIA PTY LTD	100.000
0406	MOBIL LNG INDONESIA INC.	100.000
1430	MOBIL LOMBOK EAST INC.	100.000
1431	MOBIL LOMBOK WEST INC.	100.000
3047	MOBIL LONG HAUL INC.	100.000
3004	MOBIL LPG INVESTMENT COMPANY LIMITED	100.000
3005	MOBIL LPG MARKETING COMPANY LIMITED	100.000
1401	MOBIL LUBRICANT VENTURES INC.	100.000
1461	MOBIL LUBRICANTS CANADA LIMITED	100.000
4529	MOBIL LUBRICANTS UK LIMITED	100.000

ICA	Company Name	Mobil's Net Interest
1217	MOBIL MADURA STRAIT INC.	100.000
3215	MOBIL MAINE VENTURES INC.	100.000
1286	MOBIL MAKASSAR INC.	100.000
1023	MOBIL MAKASSAR LIMITED	100.000
0098	MOBIL MANAGEMENT SERVICES INCORPORATED	100.000
1347	MOBIL MANUFACTURING (MALAYSIA) SDN. BHD.	100.000
3033	MOBIL MARINE FINANCE COMPANY I INC.	100.000
3034	MOBIL MARINE FINANCE COMPANY II INC.	100.000
3205	MOBIL MARINE FINANCE COMPANY III INC.	100.000
4527	MOBIL MARINE LUBRICANTS LIMITED	100.000
0278	MOBIL MARINE TRANSPORTATION LIMITED	100.000
1032	MOBIL MARKETING CANADA INC.	100.000
3094	MOBIL MARKETING KAZAKSTAN CJSC	100.000
1697	MOBIL MARKETING VENTURES, INC.	100.000
0357	MOBIL MIDDLE EAST DEVELOPMENT CORPORATION	100.000
0773	MOBIL MIDDLE EAST EXPORT CORPORATION	100.000
0394	MOBIL MIDDLE EAST SERVICES INC.	100.000
0443	MOBIL MIDDLE EAST VENTURES INC.	100.000
0209	MOBIL MIDSTREAM NATURAL GAS INVESTMENTS INC.	100.000
3041	MOBIL MINERALOEL GMBH	100.000
1137	MOBIL MUSI INC.	100.000
1342	MOBIL NATUNA D-ALPHA INC.	100.000
1112	MOBIL NATURAL GAS INC.	100.000
3015	MOBIL NIGERIA NEW DEVELOPMENT INC.	100.000
3014	MOBIL NIGERIA NEW EXPLORATION INC.	100.000
1455	MOBIL NORTH ACEH INC.	100.000
0507	MOBIL NORTH SEA LIMITED	100.000
3024	MOBIL OIL (CHINA) INVESTMENT CO., LTD.	100.000
0837	MOBIL OIL (MALAWI) (PRIVATE) LIMITED	100.000
0536	MOBIL OIL (SWITZERLAND)	100.000
1055	MOBIL OIL AB	100.000
0320	MOBIL OIL ABU DHABI INC.	100.000
1378	MOBIL OIL AS	100.000
0822	MOBIL OIL AUSTRALIA LIMITED	100.000
0385	MOBIL OIL AUSTRIA AKTIENGESELLSCHAFT	100.000
0526	MOBIL OIL B.V.	100.000
0793	MOBIL OIL BURKINA	100.000
0595	MOBIL OIL CAMEROUN	100.000
0311	MOBIL OIL COMPANY DE COLOMBIA	100.000
0372	MOBIL OIL COMPANY DE VENEZUELA	100.000
0572	MOBIL OIL COMPANY LIMITED	100.000
0002	MOBIL OIL CORPORATION	100.000
0790	MOBIL OIL COTE D'IVOIRE	100.000
0296	MOBIL OIL CREDIT CORPORATION	100.000
0617	MOBIL OIL CYPRUS LIMITED	100.000
1092	MOBIL OIL DANMARK A/S	100.000
0646	MOBIL OIL DE MEXICO, S.A. DE C.V.	100.000
0654	MOBIL OIL DEL PERU (COMPANIA COMERCIAL)	100.000
0333	MOBIL OIL DEVELOPMENT INC.	100.000
0874	MOBIL OIL DJIBOUTI	100.000
0653	MOBIL OIL DO BRASIL (INDUSTRIA E COMERCIO) LTDA	100.000
1413	MOBIL OIL EAST AFRICA LIMITED	100.000
1388	MOBIL OIL ECUADOR S.A.	100.000
0379	MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST INC.	100.000
1416	MOBIL OIL GIBRALTAR LIMITED	100.000
1227	MOBIL OIL GMBH	100.000

ICA	Company Name	Mobil's Net Interest
1103	MOBIL OIL GUAM INC.	100.000
1600	MOBIL OIL GUINEE S.A.	100.000
0511	MOBIL OIL HELLAS A.E.	100.000
0854	MOBIL OIL HONG KONG LIMITED	100.000
1390	MOBIL OIL HUNGARY KFT.	100.000
0322	MOBIL OIL IRAN INC.	100.000
0575	MOBIL OIL IRELAND LIMITED	100.000
3056	MOBIL OIL KENYA LTD.	100.000
1339	MOBIL OIL KOREA, INC.	100.000
3038	MOBIL OIL LANKA (PRIVATE) LIMITED	100.000
0615	MOBIL OIL LIBERIA INC.	100.000
0354	MOBIL OIL LIBYA LTD.	100.000
1433	MOBIL OIL MACAU LIMITADA	100.000
0806	MOBIL OIL MALAYSIA SENDIRIAN BERHAD	100.000
0794	MOBIL OIL MALI	100.000
1442	MOBIL OIL MARIANA ISLANDS, INC.	100.000
0851	MOBIL OIL MICRONESIA, INC.	100.000
1429	MOBIL OIL MOCAMBIQUE LIMITADA	100.000
1500	MOBIL OIL NEDERLAND B.V.	100.000
0830	MOBIL OIL NEW GUINEA LIMITED	100.000
0821	MOBIL OIL NEW ZEALAND LIMITED	100.000
0796	MOBIL OIL NIGER	100.000
3028	MOBIL OIL PAKISTAN (PRIVATE) LIMITED	100.000
1387	MOBIL OIL POLAND SP. Z O.O.	100.000
0313	MOBIL OIL PORTUGUESA, LDA.	100.000
0321	MOBIL OIL QATAR INC.	100.000
0221	MOBIL OIL REFINING CORPORATION	100.000
0596	MOBIL OIL RWANDA BURUNDI	100.000
1389	MOBIL OIL S.R.O.	100.000
0797	MOBIL OIL SENEGAL	100.000
0613	MOBIL OIL SIERRA LEONE LIMITED	100.000
1424	MOBIL OIL SLOVAKIA S. R. O.	100.000
1594	MOBIL OIL SOUTH AFRICA (PTY) LIMITED	100.000
0633	MOBIL OIL SUDAN LIMITED	100.000
1275	MOBIL OIL TAIWAN LTD.	100.000
0649	MOBIL OIL TANZANIA LIMITED	100.000
0627	MOBIL OIL TCHAD	100.000
0294	MOBIL OIL TELCOM LTD.	100.000
0807	MOBIL OIL THAILAND LIMITED	100.000
0798	MOBIL OIL TOGO	100.000
1466	MOBIL OIL TULPAR INC.	100.000
0840	MOBIL OIL VIETNAM PTE LTD	100.000
0836	MOBIL OIL ZAMBIA LIMITED	100.000
0838	MOBIL OIL ZIMBABWE (PRIVATE) LIMITED	100.000
0516	MOBIL OIL, S.A.	100.000
3071	MOBIL OPERACIONES DE VENEZUELA INC.	100.000
0291	MOBIL OVERSEAS FINANCE CORPORATION N.V.	100.000
0242	MOBIL OVERSEAS SERVICES INC.	100.000
0494	MOBIL PACIFIC CAPITAL CORPORATION	100.000
1411	MOBIL PACIFIC PIPELINE COMPANY	100.000
1114	MOBIL PACIFIC SERVICES INC.	100.000
0076	MOBIL PANAMA TERMINALLING COMPANY	100.000
0036	MOBIL PASE INC.	100.000
1676	MOBIL PETROCHEMICAL (TIANJIN) COMPANY LIMITED	100.000
0787	MOBIL PETROCHEMICAL HOLDINGS CO. INC.	100.000
0884	MOBIL PETROCHEMICAL SALES AND SUPPLY CORPORATION	100.000

ICA	Company Name	Mobil's Net Interest
1300	MOBIL PETROCHEMICALS (MALAYSIA) SDN. BHD.	100.000
1280	MOBIL PETROCHEMICALS (U.K.) LIMITED	100.000
1019	MOBIL PETROCHEMICALS BENELUX, INC.	100.000
0176	MOBIL PETROCHEMICALS INTERNATIONAL LIMITED	100.000
1462	MOBIL PETROLEUM (TIANJIN) COMPANY LIMITED	100.000
1357	MOBIL PETROLEUM ALGERIA INC.	100.000
0810	MOBIL PETROLEUM COMPANY INC.	100.000
1441	MOBIL PETROLEUM GMBH	100.000
1362	MOBIL PETROLEUM MALAYSIA INC.	100.000
3036	MOBIL PETRORAIL FINANCE INC.	100.000
1660	MOBIL PEUDADA LIMITED	100.000
0554	MOBIL PHILIPPINES INC.	100.000
0251	MOBIL PHOSPHATE MINERALS INC.	100.000
0231	MOBIL PIPE LINE COMPANY	100.000
1078	MOBIL PLASTICS EUROPE B.V.	100.000
1355	MOBIL PLASTICS EUROPE KERKRADE B.V.	100.000
0177	MOBIL PLASTICS RECYCLING CORP.	100.000
3102	MOBIL PNG GAS HOLDINGS PTY LTD	100.000
3114	MOBIL PNG PTY LTD	100.000
1515	MOBIL PRODUCCION E INDUSTRIALIZACION DE VENEZUELA	100.000
0054	MOBIL PRODUCING GABON INC.	100.000
0521	MOBIL PRODUCING NETHERLANDS INC.	100.000
0359	MOBIL PRODUCING NIGERIA UNLIMITED	100.000
0858	MOBIL PRODUCING SERVICES EAST ASIA INC.	100.000
0272	MOBIL PRODUCING TEXAS & NEW MEXICO INC., FILED IN	100.000
1105	MOBIL PURCHASING SERVICES INC.	100.000
1490	MOBIL QATAR HOLDINGS INC.	100.000
1405	MOBIL QATAR MANAGEMENT & TECHNICAL SERVICES INC.	100.000
1407	MOBIL QATARGAS INC.	100.000
1406	MOBIL QM GAS INC.	100.000
1661	MOBIL RAPAK INC.	100.000
3055	MOBIL RAS LAFFAN HOLDINGS INC.	100.000
0823	MOBIL REFINING AUSTRALIA PTY LTD	100.000
0579	MOBIL REFINING COMPANY INC.	100.000
1138	MOBIL REMBANG INC.	100.000
1303	MOBIL RESOURCES AUSTRALIA PTY LTD	100.000
0178	MOBIL ROCKY MOUNTAIN INC.	100.000
0799	MOBIL RUSSIA VENTURES INC.	100.000
0254	MOBIL SABINE PASS CORPORATION	100.000
3098	MOBIL SAKHALIN NEFTEGAZ INC.	100.000
0367	MOBIL SALES AND TRADING INTERNATIONAL LIMITED	100.000
0497	MOBIL SAUDI SERVICES INC.	100.000
3042	MOBIL SCHMIERSTOFF GMBH	100.000
0842	MOBIL SEKIYU PRIVATE LTD.	100.000
3059	MOBIL SERVICE- UND VERTRIEBSGESELLSCHAFT MBH	100.000
0660	MOBIL SERVICES (BAHAMAS) LIMITED	100.000
0376	MOBIL SERVICES CHINA INC.	100.000
0583	MOBIL SERVICES COMPANY LIMITED	100.000
1479	MOBIL SERVICES LIMITED	100.000
0361	MOBIL SHIPPING AND TRANSPORTATION COMPANY	100.000
1695	MOBIL SOUTH ASIA INVESTMENTS LTD.	100.000
1421	MOBIL SPILL RESPONSE INC.	100.000
0362	MOBIL TANKERS COMPANY, S.A.	100.000
0290	MOBIL TANKSHIPS (U.S.A.) INC.	100.000
0416	MOBIL TECHNICAL AND PROJECT SERVICES INC.	100.000
0257	MOBIL TECHNICAL SERVICES INC.	100.000

ICA	Company Name	Mobil's Net Interest
0340	MOBIL TECHNOLOGY COMPANY	100.000
3204	MOBIL TERMINAL (BARBADOS) LIMITED	100.000
0590	MOBIL TRADING AND SUPPLY LIMITED	100.000
0170	MOBIL TRADING B.V.	100.000
1503	MOBIL TRADING CIS INC.	100.000
3035	MOBIL TRANSPORT FINANCE COMPANY INC.	100.000
1243	MOBIL TRINIDAD AND TOBAGO PETROLEUM INC.	100.000
0589	MOBIL TRUSTEE COMPANY LIMITED	100.000
0555	MOBIL TUNISIE	100.000
3021	MOBIL TURKMENISTAN VENTURES INC.	100.000
1590	MOBIL U.K. PROPERTIES INC.	100.000
1588	MOBIL U.S. PROPERTIES INC.	100.000
1340	MOBIL UK LIMITED	100.000
0378	MOBIL VANDERBILT-BEAUMONT PIPELINE COMPANY	100.000
1492	MOBIL VENEZOLANA DE PETROLEOS INC.	100.000
1445	MOBIL VIETNAM INC.	100.000
1593	MOBIL VIETNAM PIPELINE COMPANY LTD.	100.000
1592	MOBIL VIETNAM VENTURES LTD.	100.000
3090	MOBIL WORLDWIDE INVESTMENTS B.V.	100.000
0869	MOBIL YANBU PETROCHEMICAL COMPANY INC.	100.000
0860	MOBIL YANBU REFINING COMPANY INC.	100.000
0547	MOBILREX	100.000
1341	MOUNT CABLE PTY LTD	100.000
1326	MTB-MOBIL TANKSTELLENBETRIEBE GMBH	100.000
0203	NECHES RIVER TREATMENT CORPORATION	100.000
1713	NEPTUNE OIL COMPANY, INC.	100.000
5498	NORVAC PTY LIMITED	100.000
1599	OELWERKE JULIUS SCHINDLER GMBH	100.000
1672	OGUZ OPERATING COMPANY	100.000
1692	OPERADORA CERRO NEGRO, S.A.	100.000
3006	OTTERFIELD COMPANY LIMITED	100.000
0293	OVERSEAS INVESTMENTS CORPORATION	100.000
1203	PARKSIDE CENTER, INC.	100.000
4536	PEGASUS AUSTRALIA HOLDINGS PTY LTD	100.000
1304	PEGASUS MARINE & AVIATION TRADING CO., PTE. LTD.	100.000
1319	PEGASUS OPERATIONS KABUSHIKI KAISHA	100.000
0133	PEGASUS REALTY CORPORATION	100.000
1334	PEGASUS RETAIL PTY LTD	100.000
1140	PEGASUS STATIONS LIMITED	100.000
1788	PHILIPPINE SUPERIOR OIL COMPANY	100.000
5589	PRECINCOMOBIL S.A.	100.000
0569	PRIME GARAGES LIMITED	100.000
1333	RAY JACKSON PTY LTD	100.000
5576	RECONCILE PTY LTD	100.000
0701	RESTON LAND CORPORATION	100.000
1310	RESTON PHASE I, INC.	100.000
0046	RESTON TOWN CENTER, INC.	100.000
0040	RIVER BRIDGE CORPORATION	100.000
0895	RIVER BRIDGE REALTY CORPORATION	100.000
0726	SAILFISH POINT, INC.	100.000
5452	SANTA CLARA WASTE WATER COMPANY	100.000
5567	SAWYER PETROLEUM PTY LTD	100.000
0741	SEAWIND LAND CORPORATION	100.000
1687	SERVICIOS MOVECA, C.A.	100.000
3093	SERVICIOS OTR, S.A. DE C.V.	100.000
1367	SOCIETE DE GESTION DE DEPOTS D'HYDROCARBURES, SNC	100.000

ICA	Company Name	Mobil's Net Interest
0263	SOCONY MOBIL COMPANY INC.	100.000
5637	SOLCHEM (VIC.) PTY LTD	100.000
1684	SOUTH EASTERN (CHINA) ENTERPRISE COMPANY LIMITED	100.000
0233	STATION MANAGERS INC.	100.000
0489	STATION MANAGERS OF GUAM, INC.	100.000
0391	STATION OPERATORS INC.	100.000
1509	STATION OPERATORS OF GUAM, INC.	100.000
1443	STONYBROOK LABORATORIES INC.	100.000
1789	SUPCO, INC.	100.000
1786	SUPERIOR MINING COMPANY	100.000
1717	SUPERIOR MINING COMPANY OF CHILE	100.000
1765	SUPERIOR OIL (B) LTD.	100.000
1727	SUPERIOR OIL (U.K.) LIMITED	100.000
1719	SUPERIOR OIL COMPANY DOMINICANA	100.000
1749	SUPERIOR OIL COMPANY OF DENMARK A/S	100.000
1770	SUPERIOR OIL COMPANY OF PERU	100.000
5510	TANKSTATIONS MOBAN B.V.	100.000
1070	THAILAND LUBRICANT PRODUCTS LIMITED	100.000
1781	THE RIO BLANCO CORPORATION	100.000
1094	THE SUPERIOR OIL COMPANY	100.000
0239	THOC COMPANY	100.000
1262	TIMARRON LAND CORPORATION	100.000
1312	TRANSIT OIL MALI	100.000
0574	VACUUM OIL COMPANY LIMITED	100.000
0826	VACUUM OIL COMPANY PROPRIETARY LIMITED	100.000
1718	VISTA OIL COMPANY, INC.	100.000
3111	WANDOO ALLIANCE PTY. LTD.	100.000
3108	WANDOO PRODUCTION ALLIANCE PTY LTD	100.000
1497	ZAO MOBIL OIL	100.000

ICA CODE	Company Name	Mobil's Net Interest
5730	A-P OLEFINS HOLDINGS PTY LTD	50.000
5006	ABU DHABI PETROLEUM COMPANY LIMITED	11.875
5007	ADRIA-WIEN PIPELINE GESELLSCHAFT MIT BESCHRAENKTER	12.500
5664	AFSC MANAGEMENT LTD.	11.111
5665	AFSC OPERATIONS LTD.	11.111
5703	AFSC REFUELLING LIMITED	11.111
5382	AIMCO (OMEGA) SHIPPING COMPANY LTD.	58.000
5008	AIRCRAFT FUEL SUPPLY B.V.	10.000
5584	AIRPORT FUEL SERVICES PTY LTD	20.000
5009	AIRTANKDIENST KOELN	20.000
5010	AKAUMA ASPHALT INDUSTRIES, LTD.	50.000
5616	ALLIED PETROLEUM LIMITED	50.000
5318	AMMENN GMBH	50.000
3104	AMPOLEX (A.O.E.) LIMITED	99.982
3116	AMPOLEX (PANDORA REEF) LIMITED	99.950
5487	ARABIAN CHEMICAL TERMINALS	49.000
5362	ARABIAN INTERNATIONAL MARITIME COMPANY LIMITED	49.000
5615	ASHCO LTD.	35.025
0629	ATAS ANADOLU TASFIYEHANESI A.S.	51.000
5221	ATLAS SAHARA S.A.	29.764
5022	AUTOBAHN-BETRIEBE GESELLSCHAFT MBH	11.442
5023	AVIATION FUEL SERVICES LIMITED	25.000
5497	BALGEE OIL PTY LIMITED	50.000
5514	BANGKOK AVIATION FUEL SERVICES LIMITED	5.000
0510	BAYERISCHE MINERAL-INDUSTRIE AG	95.000
5366	BAYERN OIL RAFFINERIEGESELLSCHAFT MBH	25.000
5417	BEER GMBH	50.000
5416	BEER GMBH & CO. MINERALOEL-VERTRIEBS-KG	50.000
5659	BEIJING ZHONG FU PETROLEUM COMPANY LIMITED	40.000
5634	BENTLEY-CHEMPLAX PTY LTD	50.000
5383	BIN SULAIMAN MOBIL TOWERS	50.000
5557	BRICKWOOD HOLDINGS PTY LTD	25.000
5626	BRISBANE AIRPORT FUEL SERVICES PTY LIMITED	20.000
5644	C.A. NACIONAL DE GRASAS LUBRICANTES	50.018
1810	CANADIAN SUPERIOR OIL (AUST.) PTY. LTD.	50.000
5038	CANNER'S STEAM COMPANY, INC.	15.593
5446	CAS (COMBINED AUTOMATION SYSTEM) B.V.	11.111
5611	CEKISAN DEPOLAMA HIZMETLERI LIMITED SIRKETI	49.998
5041	CENTRAL AFRICAN PETROLEUM REFINERIES (PRIVATE)	17.750
5505	CENTRAL STATE FUELS PTY LTD	50.000
5701	CHALMETTE REFINING, L.L.C.	50.000
5604	COASTAL TANKERS LIMITED	25.000
5640	COCKS PETROLEUM PTY LTD	50.000
1248	COLLINS PIPELINE COMPANY	40.000
5043	COLONIAL PIPELINE COMPANY	11.489
5123	COMPAGNIE AFRICAINE DE TRANSPORT CAMEROUN	6.000
5245	COMPAGNIE D'ENTREPOSAGE COMMUNAUTAIRE	17.683
5581	COMPAGNIE GENERALE DE LUBRIFICATION	48.993
5044	COMPAGNIE RHENANE DE RAFFINAGE - CRR	4.999
5045	COMPAGNIE SENEGALAISE DES LUBRIFIANTS	20.000
5281	COMPANIA DE LUBRICANTES DE CHILE LIMITADA	50.000
5048	CONSORTIUM RAYMOND DUEZ	9.999
5049	COOK INLET PIPE LINE COMPANY	20.000
5617	CRIB POINT TERMINAL PTY LTD	50.000

ICA	Company Name	Mobil's Net Interest
5050	CYPRUS PETROLEUM REFINERY LIMITED	20.000
3061	DEPOT PETROLIER DE LYON	49.992
5053	DEPOT PETROLIER DU GRESIVAUDAN	9.999
5051	DEPOTS DE PETROLE COTIERS	11.638
5054	DEPOTS PETROLIERS DE LA CORSE (DPLC)	13.498
5310	DEUTSCHE PENTOSIN-WERKE GMBH	50.000
5055	DEUTSCHE TRANSALPINE OELLEITUNG GMBH	11.000
5731	DISTRIBUTORSHIP JV PTY LTD	50.000
5675	DUKE ENERGY MARKETING CANADA LTD.	40.000
5476	E.M.A. LUBRICANTS COMPANY LIMITED	49.000
5614	EAST ASIA RESPONSE PRIVATE LIMITED	11.765
5402	EAST TEXAS SALT WATER DISPOSAL COMPANY	7.147
5062	ENTREPOT PETROLIER DE MULHOUSE	14.284
5063	ENTREPOT PETROLIER DE NANCY	10.032
5064	ENTREPRISE JEAN LEFEBVRE	0.000
5065	ERDGAS-VERKAUFS-GESELLSCHAFT MBH	27.667
5225	ERDOL-LAGERGESELLSCHAFT M.B.H.	14.400
5666	EROIL MINERALOEL GMBH-DIEHL	50.000
5710	ESTOREE LIMITED	50.000
1086	ETABLISSEMENTS JOSEPH WALLACH, SNC	99.986
5519	ETABLISSEMENTS ROHRMANN DUFOSSE	99.986
1440	EURO'LUB	99.986
5573	EVANS PETROLEUM (GIPPSLAND) PTY LTD	50.000
0626	EXXONMOBIL - EGYPT (S.A.E.)	91.607
1513	FASTER HONG KONG LIMITED	85.000
5069	FELIX OIL COMPANY	6.854
5601	FERNTIN PTY LIMITED	50.000
3217	FOSSO MOLIANO LIMITED	95.000
5314	FRUEHMESSE GMBH	50.000
5313	FRUEHMESSE MINERALOLHANDELS GMBH & CO. KG	50.000
5247	FUSO OPERATIONS KABUSHIKI KAISHA	50.000
1685	GAOMING XIJIANG LIQUEFIED PETROLEUM GAS CO. LTD.	95.000
5638	GATWICK AIRPORT STORAGE AND HYDRANT COMPANY	12.500
5429	GATWICK REFUELLING SERVICES LIMITED	25.000
5649	GEBINDE-VERWERTUNGSGESELLSCHAFT DER	7.186
5075	GEOMINES-CAEN	7.999
5588	GEORG REITBERGER MINERALOLE VERWALTUNGS-GMBH	50.000
5076	GEOVEXIN	8.159
5078	GHANA BUNKERING SERVICES LIMITED	18.000
5631	GUAM RESPONSE SERVICES LTD.	25.000
5720	H & G CONTRACTING SERVICES LIMITED	25.000
5753	HEATHROW HYDRANT COMPANY LIMITED	10.000
5630	HEATHROW HYDRANT OPERATING COMPANY LIMITED	10.000
5663	HEMEI CONTAINERS (TIANJIN) COMPANY LIMITED	30.000
5538	HIBERNIA MANAGEMENT AND DEVELOPMENT COMPANY LTD.	28.125
5669	HIERGEIST & MOBIL HANDEL GMBH & CO. KG	50.000
5668	HIERGEIST & MOBIL HANDEL VERWALTUNGS GMBH	50.000
5728	HONG KONG RESPONSE LTD	20.000
5086	HYDRANTEN-BETRIEBS-GESELLSCHAFT	11.100
5632	INDO MOBIL LIMITED	50.000
3018	INMOBILIARIA MOKA, S.A. DE C.V.	64.954
3017	INMOBILIARIA OILKAM, S.A. DE C.V.	65.000
5092	IRANIAN OIL PARTICIPANTS LTD.	7.000
5093	IRANIAN OIL SERVICES (HOLDINGS) LTD.	7.000
5094	IRANIAN OIL SERVICES LIMITED	6.930

ICA	Company Name	Mobil's Net Interest
5096	IRAQ PETROLEUM COMPANY LIMITED	11.875
5443	ITALOIL S.R.L.	47.500
5251	JAPAN AIRPORT FUELING SERVICE COMPANY, LTD.	5.769
5622	JUNK BAY LIMITED	50.000
5102	KEIYO SEA-BERTH COMPANY, LTD.	12.500
5602	KEMCOR AUSTRALIA PTY LTD	68.280
5021	KEMCOR ELASTOMERS LTD	50.000
5361	KEMCOR OLEFINS PTY LTD	68.280
5420	KEMCOR PLASTICS PTY LTD	68.280
5315	KLAUS KOEHN GMBH	50.000
5317	KLAUS KOEHN GMBH & CO. MINERALOEL KG	50.000
5316	KURT AMMENN GMBH & CO. KG	50.000
5369	KYOKUTO SEKIYU KOGYO KABUSHIKI KAISHA	50.000
5357	LA CENTRAFRICAINE DES PETROLES	5.097
5623	LITHCON PETROLEUM INTERNATIONAL (BAHAMAS) INC.	48.000
5462	LUBLEND LIMITED	19.600
5370	LUBRICANTES DEL SUR, S.A.	50.000
5252	MARCEAUX & CIE	99.986
5109	MATCO TANKERS (U.K.) LIMITED	45.000
5719	MC LARENS MOBIL (PRIVATE) LIMITED	50.000
5646	MEI FOO TUNG FONG OIL LIMITED	50.000
3050	MEI HUA (JIEYANG) PETROLEUM SERVICES CO. LTD.	60.750
5635	MELBOURNE REFUELLING PTY LTD	50.000
3117	MERLIN PACIFIC OIL COMPANY LIMITED	99.989
5450	MINERALOEL-HANDELS-GESELLSCHAFT MBH	50.000
5642	MJC PETROLEUM CO., LTD.	45.344
3052	MOBIL ASKARI LUBRICANTS LIMITED	69.990
5460	MOBIL CATALYSTS CORPORATION OF JAPAN	50.000
1075	MOBIL CENTENARY TRUST	80.000
0600	MOBIL DE COLOMBIA S.A.	98.112
5651	MOBIL DISA AVIACION, S.A.	50.000
5851	MOBIL EUROPE LUBRICANTS LIMITED	51.000
4535	MOBIL FORMULE 1 CLUB, SNC	83.321
1463	MOBIL GHANA SERVICES COMPANY LIMITED	60.000
5818	MOBIL HELLAS A.E.	51.000
1302	MOBIL INTERNATIONAL S.R.L.	95.000
5745	MOBIL JAMUNA FUELS LIMITED	50.000
3210	MOBIL JAMUNA LUBRICANTS LIMITED	60.043
5111	MOBIL KOREA LUBE OIL, INC.	50.000
0618	MOBIL MARKETING BARBADOS COMPANY LIMITED	99.998
1506	MOBIL OIL & GAS HUNGARY OIL AND NATURAL GAS	50.000
0601	MOBIL OIL BARBADOS LIMITED	99.999
0640	MOBIL OIL CONGO S.A.R.L.	60.000
3037	MOBIL OIL DEL PERU S.A.	99.889
0542	MOBIL OIL FRANCAISE	99.986
0656	MOBIL OIL GABON	90.000
0614	MOBIL OIL GHANA LIMITED	60.000
1686	MOBIL OIL GUINEA ECUATORIAL	85.200
1298	MOBIL OIL ITALIANA S.P.A.	95.000
5113	MOBIL OIL MAROC	87.551
0795	MOBIL OIL MAURITANIE	65.001
0602	MOBIL OIL NIGERIA PUBLIC LIMITED COMPANY	60.000
0537	MOBIL OIL OY AB	51.000
0634	MOBIL OIL TURK A.S.	99.996
5680	MOBIL PEEVEES COMPANY LTD.	57.110

ICA	Company Name	Mobil's Net Interest
1121	MOBIL PLASTICS EUROPEA SUD S.P.A.	95.000
0552	MOBIL PRODUCING CAMEROON INC.	80.000
5610	MOBIL RETAIL COMPUTER SERVICES KABUSHIKI KAISHA	50.000
3211	MOBIL RICERCA IDROCARBURI S.P.A.	95.000
3068	MOBIL RIO PAEZ LTD.	94.155
1510	MOBIL TRADING FRANCE S.A.	99.986
1285	MOGESTE - GESTAO DE POSTOS DE ABASTECIMENTO, LDA.	95.000
5553	MULTI TANK CARD B.V.	6.604
5746	MUNICH FUELLING SERVICES GBR	20.000
5117	N.V. ROTTERDAM-RIJN PIJPLEIDING MAATSCHAPPIJ	20.000
5709	NATIONWIDE OIL PTY LTD	25.000
5372	NEAR EAST DEVELOPMENT CORPORATION	50.000
5373	NORDDEUTSCHE ERDGAS-AUFBEREITUNGS-GESELLSCHAFT	50.000
1486	NUEVAS OPERACIONES COMERCIALES SOCIEDAD ANONIMA	98.112
5559	OCTAGON PTY LTD	50.000
5613	OIL SPILL HOLDINGS PRIVATE LIMITED	20.000
5129	OLDENBURGISCHE ERDOEL GESELLSCHAFT MBH	33.333
5660	OLEODUCTOS CANARIOS, S.A.	20.000
5132	P.T. ARUN NATURAL GAS LIQUEFACTION COMPANY	30.000
5410	P6-GROEP B.V.	30.000
5621	PACIFIC PETROLEUM PRODUCTS PTY LTD	50.000
5358	PALOMA PIPE LINE COMPANY	22.332
5717	PALSTAR K.K.	25.000
3084	PANYU LIQUEFIED GAS LIMITED	70.000
5297	PARS INVESTMENT CORPORATION	7.000
5449	PAUL HARLING MINERALOEL GMBH & CO. KG	50.000
5748	PENAGREE LIMITED	25.000
5531	PERKAL PTY LIMITED	50.000
5257	PETROCAB	29.651
5134	PETROGAS PROCESSING LTD.	32.962
1241	PETROGAS PTY LTD	50.000
5136	PETROLEUM SERVICES (MIDDLE EAST) LIMITED	11.875
5670	PLASCO LIMITED	30.000
5522	PLASTICS AND CHEMICALS LABORATORY, N.V./S.A.	5.000
5504	PRESNALL PTY LIMITED	50.000
5456	PROGAS LIMITED	8.333
5541	PROVIDANGE	48.993
5625	QATAR LIQUEFIED GAS COMPANY LIMITED	10.000
5752	QENOS HOLDINGS PTY LTD	25.000
5556	R. SHERWOOD LIMITED	50.000
5143	RAINBOW PIPE LINE COMPANY, LTD.	33.333
5679	REFINADORES DEL PERU S.A.	9.989
5568	REITBERGER MINERALOEL GMBH & CO. KG	50.000
5690	RETAIL AREA FRANCHISE FINANCING PTY. LIMITED	50.000
5146	RUHRGAS AKTIENGESELLSCHAFT	7.386
5470	RUNDEL MINERALOELVERTRIEB GMBH	50.000
5036	S.C. BRUSSELS AIRFUELS SERVICES C.V.	13.333
5536	SABA - SOCIEDADE ABASTECEDORA DE AERONAVES, LDA.	25.000
5718	SABLE OFFSHORE ENERGY INC.	50.495
5137	SAUDI ARABIAN LUBRICATING OIL COMPANY	29.000
5258	SAUDI ARAMCO LUBRICATING OIL REFINING COMPANY	30.000
5384	SAUDI ARAMCO MOBIL REFINERY COMPANY LTD.	50.000
5327	SAUDI YANBU PETROCHEMICAL CO.	50.000
1484	SCHUBERT BETEILIGUNGS-GMBH	73.550
5152	SCHUBERT KOMMANDITGESELLSCHAFT	49.242

ICA	Company Name	Mobil's Net Interest
3209	SEE ICA CODE 5745	75.000
5285	SERVICES DES ENTREPRISES PETROLIERES CONGOLAISES	7.800
1514	SHANTOU SEZ FASTER OIL PRODUCTS COMPANY LIMITED	72.250
5162	SOCIETA' ITALIANA PER L'OLEODOTTO TRANSALPINO -	10.450
5163	SOCIETE AFRICAINE DE RAFFINAGE S.A.	11.800
5508	SOCIETE ANONYME DE GESTION DES STOCKS DE SECURITE	4.209
5164	SOCIETE BELGE DE TRANSPORT PAR PIPELINE	6.900
5280	SOCIETE CAMEROUNAISE DE DEPOTS PETROLIERS	10.000
5544	SOCIETE D'EMBALLAGE SPRL	50.000
5485	SOCIETE D'ENTREPOSAGE DE GABES	11.580
5175	SOCIETE D'ENTREPOSAGE DE SAN PEDRO	14.286
3085	SOCIETE DE GESTION DE PRODUITS PETROLIERS	79.989
5431	SOCIETE DE GESTION DES STOCKS PETROLIERS DE COTE	12.500
5185	SOCIETE DE MANUTENTION CARBURENTS AVIATION DE	33.333
5183	SOCIETE DE MANUTENTION DE CARBURANTS AVIATION	16.664
5184	SOCIETE DE MANUTENTION DE CARBURANTS AVIATION	16.668
5188	SOCIETE GABONAISE D'ENTREPOSAGE DE PRODUITS	8.437
5189	SOCIETE GABONAISE DE RAFFINAGE	11.667
5191	SOCIETE IVOIRIENNE DE FABRICATION DE LUBRIFIANTS	15.000
5192	SOCIETE IVOIRIENNE DE RAFFINAGE	8.000
5421	SOCIETE MALIENNE D'ENTREPOSAGE (S.M.E.)	20.000
5193	SOCIETE MAURITANIENNE D'ENTREPOSAGE DE PRODUITS	10.829
1450	SOCIETE MOBIL DE RAFFINAGE DE NOTRE-DAME DE	99.986
1449	SOCIETE MOBIL DE RECHERCHE ET DE FABRICATION DE	99.986
5237	SOCIETE NATIONALE DE RAFFINAGE	8.000
5277	SOCIETE PIZO DE FORMULATION DE LUBRIFIANTS	13.498
0550	SOCIETE STATION-SERVICE LUNES	99.986
5194	SOCIETE TAHITIENNE DE DEPOTS PETROLIERS	49.000
5490	SOCIETE TAHITIENNE DES OLEODUCS (STDO)	34.200
5195	SOCIETE TCHADIENNE D'ENTREPOSAGE DE PRODUITS	33.333
5196	SOCIETE TOGOLAISE D'ENTREPOSAGE	19.973
5554	SOCIETE WALLISIENNE ET FUTUNIENNE D'ENTREPOSAGE	33.333
5636	SOLCHEM (NSW) PTY LTD	50.000
5689	SOLCHEM (QLD) PTY LTD	50.000
5379	SOUTH SASKATCHEWAN PIPE LINE COMPANY	50.000
5596	STANSTED FUELLING COMPANY LIMITED	14.286
5292	STATFJORD TRANSPORT A/S	12.820
3051	STBP HOLDINGS LIMITED	75.000
0667	STE CAMEROUNAISE EQUATORIALE DE FABRICATION DE	60.000
5180	STE DES BITUMES & CUT-BACKS DU CAMEROUN	33.333
5512	STRASBURGER ENTERPRISES (PROPERTIES) PTY LIMITED	50.000
5595	SUNDERLAND OIL STORAGE LIMITED	50.000
5685	SUZHOU MOBIL SANGAO LIQUEFIED PETROLEUM GAS LIMITE	49.000
5267	SYDNEY METROPOLITAN PIPELINE PTY. LIMITED	40.000
1246	T&M TERMINAL COMPANY	40.000
5645	TAICHUNG PETROLEUM INC.	48.000
5592	TANKDIENST-GESELLSCHAFT MUENCHEN GBR	14.290
5202	TANKLAGERGESELLSCHAFT KOELN-BONN	14.290
5495	TAR TANKANLAGE RUEMLANG AG	10.241
5311	TECKLENBURG GMBH	50.000
5312	TECKLENBURG GMBH & CO. ENERGIEBEDARF KG	66.670
5560	TEMA LUBE OIL COMPANY LIMITED	16.000
5511	TGF TANKDIENST-GESELLSCHAFT FRANKFURT	25.000
5411	THE ARABIAN ENERGY COMPANY LIMITED	45.004
5015	THE ARABIAN PETROLEUM SUPPLY CO. (S.A.)	48.998

ICA	Company Name	Mobil's Net Interest
5120	THE NEW ZEALAND REFINING COMPANY LIMITED	19.200
5270	THE SAUDI CAN COMPANY LTD.	27.998
3060	TIANJIN BEI FOO MOBIL-CHINA CHEM PETROCHEMICAL CO.	51.000
5546	TOKUSHIMA SEKIYU KABUSHIKI KAISHA	7.639
5213	TRANSALPINE OELLEITUNG IN OESTERREICH	11.000
1240	TRESKOME PTY LIMITED	50.000
5499	TRINITY PETROLEUM SERVICES PTY LIMITED	50.000
5276	TWIFO OIL PALM PLANTATIONS LIMITED	15.355
5326	UBAG UNTERFLUR-BETANKUNGSANLAGE AG	12.000
5724	UNIQUE GAS (H.K.) LIMITED	50.000
5216	UNITED KINGDOM OIL PIPELINES LIMITED	15.000
5217	W.A.G. PIPELINE PTY LIMITED	47.700
5543	WAITOMO PETROLEUM LIMITED W/BP	62.500
5404	WALTON-GATWICK PIPELINE COMPANY LIMITED	33.333
3049	WEATHERALL COMPANY LIMITED	75.000
5577	WESSEL PETROLEUM PTY LTD	50.000
5458	WEST LONDON PIPELINE AND STORAGE LIMITED	29.500
5218	WEST SHORE PIPE LINE COMPANY	8.757
5474	WIRI OIL SERVICES LIMITED	27.778
5219	WOLVERINE PIPE LINE COMPANY	36.168
5413	WYMONDHAM OIL STORAGE CO. LIMITED	50.000
1511	ZHONGFU (TAICANG) PLASTICS PRODUCTS COMPANY	30.000

ICA Code	Company Name	Mobil's Net Interest
5607	HOKKAI SANSHI CO., LTD.	6.250
5671	JAPAN POLYCHEM CORPORATION	12.500
5319	K.K. SANKYO PLASTICS	6.531
5308	K.K. TORESEN	12.500
5606	KABUSHIKI KAISHA SERUBISU	6.250
5309	KANTO KYGNUS K.K.	12.500
5226	KAWASAKI KYGNUS SEKIYU HAMBAL K.K.	12.500
5228	KYGNUS EKIKA GAS KABUSHIKI KAISHA	6.250
5229	KYGNUS KOSAN KABUSHIKI KAISHA	12.500
5105	KYGNUS SEKIYU KABUSHIKI KAISHA	12.500
5121	KYGNUS SEKIYU SEISEI KABUSHIKI KAISHA	25.000
5234	KYGNUS SHOJI K.K.	12.500
5571	LILAC SEKIYU K.K.	12.500
5566	NICHIEI INDUSTRY CO., LTD.	7.277
5306	NIPPON UNICAR COMPANY, LIMITED	12.500
5492	OSAKA KYGNUS K.K.	12.500
5612	SHIMIZU LNG CO., LTD.	8.750
5605	SUN EAST (DUBLIN) CO., LTD.	25.000
5594	TCA PLASTICS, INC.	25.000
5648	TOHPREN CO. LTD.	22.500
5565	TONEN CHEMICAL NASU CORP.	25.000
5494	TONEN ENERGY AND MARINE (SINGAPORE) PTE. LTD.	25.000
5264	TONEN ENERGY INTERNATIONAL CORPORATION	25.000
5304	TONEN FILARE CO., LTD.	15.000
5206	TONEN FILM CO., LTD.	25.000
5205	TONEN KABUSHIKI KAISHA	25.000
5208	TONEN KAGAKU K.K.	25.000
5547	TONEN SOGO SERVICE CO., LTD.	25.000
5459	TONEN SYSTEM PLAZA INC.	25.000
5548	TONEN SYSTEM SERVICE INC.	25.000
5209	TONEN TANKER KABUSHIKI KAISHA	25.000
5509	TONEN TAPYRUS COMPANY LIMITED	25.000
5210	TONEN TECHNOLOGY KABUSHIKI KAISHA	25.000
5501	TONEX COMPANY LIMITED	12.500
5480	TOWA COMPOUNDING COMPANY, LIMITED	12.250
5385	TOYOSHINA FILM COMPANY, LIMITED	10.000

CorpCode	CorpName	ENI
4597	Ancon Insurance Company (U.K.) Limited	100
5183	Ancon Insurance Company, Inc.	100
2468	Artane Service Station Limited	100
5074	Automarket Limited	100
2298	Azienda Carburanti Lubrificanti Affini, S.r.l. - Milano (ACLAM)	100
2709	Bardwell NV	100
2033	Bissau Inc.	100
2034	Bolama Inc.	100
5688	Brunei Esso Exploration and Production Limited	100
2035	Cacheu Inc.	100
2713	Carlisle NV	100
2036	Catio Inc.	100
0267	Cleveland Petroleum Company Limited	100
2881	CMD Partnership, L.P.	100
5370	ComAlloy International Corporation	100
5191	Comma Oil and Chemicals Limited	100
4163	Compania Minera Disputada de Las Condes Limitada	100
5564	Coral Marine Limited	100
2321	Coral Petroleum Company, Limited	100
5395	CORS - Companhia de Exploracao de Estacoes de Servico e	100
2066	Dart Oil Company Limited	100
5017	Delhi Petroleum Pty. Ltd.	100
3008	Deville Mazout SA	100
5781	Early Oil Finance Company	100
5098	ECMAL Superannuation Plan Pty. Limited	100
5757	ELPP GP, Inc.	100
5758	ELPP Holdings, Inc.	100
2718	Elsey B.V.B.A.	100
5103	Enco Gas Gathering Company	100
4565	Enco, Incorporated	100
4601	Engycalor - Energia Calore S.r.l.	100
0486	Enjay, Inc.	100
2059	ERE Liaison, Inc.	100
2877	ERE Property Company	100
5607	Esso (Barbados) International Sales Company Ltd.	100
5680	Esso (Guangdong) Co., Ltd.	100
0528	Esso (Ireland) Pension Trust Limited	100
5619	Esso (Tianjin) Company Limited	100
2866	Esso (Tianjin) Petroleum Company Limited	100
5742	Esso (Zhejiang) Asphalt Company Limited	100
5639	Esso (Zhejiang) Company Limited	100
5665	Esso (Zhejiang) LPG Company Limited	100
2859	Esso (Zhuhai) Company Limited	100
4693	Esso Aardgas B.V.	100
6305	Esso Africa Crude Marketing Inc.	100

CorpCode	CorpName	ENI
2344	Esso Andina Inc.	100
2913	Esso Angola (Thirty) Limited	100
2911	Esso Angola (Twenty-Eight) Limited	100
2912	Esso Angola (Twenty-Nine) Limited	100
2910	Esso Angola (Twenty-Seven) Limited	100
2909	Esso Angola (Twenty-Six) Limited	100
6306	Esso Angola Gas Company Limited	100
2941	Esso Angola Holding Limited	100
4313	Esso Asia Pacific (Petroleum) Pte. Ltd.	100
5642	Esso Asia Pacific Investment Inc.	100
2621	Esso Australia Pty. Ltd.	100
5134	Esso Australia Resources Pty Ltd	100
2722	Esso Austria GmbH	100
4756	Esso BAYERN Gesellschaft mit beschraenkter Haftung	100
4747	Esso Benelux B.V.	100
5112	ESSO Berlin GmbH	100
2469	Esso Borneo Sendirian Berhad	100
5076	Esso Brasileira de Petroleo Limitada	100
5114	ESSO Bunker Gesellschaft mit beschaenkter Haftung	100
5003	ESSO BVBA/SPRL	100
2923	Esso Capital 2 B.V.	100
4944	Esso Capital B.V.	100
5649	Esso Caribbean and Central America	100
5064	Esso Caribbean Inc.	100
2989	Esso Chile Comercial Limitada	100
4945	Esso Chile Petrolera Limitada	100
5462	Esso China Inc.	100
4753	Esso China Upstream Limited	100
5041	Esso Colombiana Limited	100
4919	Esso Commercial and Industrial Limited Liability Company	100
2622	Esso Cyprus Inc.	100
6288	Esso Deepwater Limited	100
0499	Esso Deutschland GmbH	100
4853	Esso Espanola, S.A.	100
2233	Esso Ethiopia Private Limited Company	100
2623	Esso Europe Supply Company Inc.	100
5025	Esso Europe-Africa Services Inc.	100
6290	Esso Exploracao Amazonas Norte Ltda.	100
6291	Esso Exploracao Amazonas Sul Ltda.	100
6292	Esso Exploracao Campos Ltda.	100
6293	Esso Exploracao e Desenvolvimento Ltda.	100
6294	Esso Exploracao Espirito Santo Ltda.	100
6295	Esso Exploracao Ltda.	100
6296	Esso Exploracao Santos Ltda.	100
5701	Esso Exploration and Production Angola (Block 21) Limited	100

CorpCode	CorpName	ENI
5702	Esso Exploration and Production Angola (Block 22) Limited	100
5714	Esso Exploration and Production Angola (Block 24) Limited	100
5715	Esso Exploration and Production Angola (Block 25) Limited	100
5716	Esso Exploration and Production Angola (Block 31) Limited	100
5717	Esso Exploration and Production Angola (Block 32) Limited	100
5718	Esso Exploration and Production Angola (Block 33) Limited	100
5719	Esso Exploration and Production Angola (Block 34) Limited	100
4779	Esso Exploration and Production Angola (Overseas) Limited	100
4111	Esso Exploration and Production Chad Inc.	100
5779	Esso Exploration and Production China (Xihu/Jilong) Limited	100
5583	Esso Exploration and Production Congo (Marine IX) Limited	100
5660	Esso Exploration and Production Congo (Mer Profonde Sud) Limited	100
5720	Esso Exploration and Production Congo (Mer Tres Profonde Nord)	100
5721	Esso Exploration and Production Congo (Mer Tres Profonde Sud)	100
5465	Esso Exploration and Production Congo Limited	100
5704	Esso Exploration and Production Durian Besar Limited	100
5733	Esso Exploration and Production Egypt Limited	100
2828	Esso Exploration and Production Guyana Limited	100
2683	Esso Exploration and Production Ireland Inc.	100
4334	Esso Exploration and Production Khorat Inc.	100
5495	Esso Exploration and Production Limited	100
3019	Esso Exploration and Production Niger Inc.	100
5507	Esso Exploration and Production Nigeria (Benue) Limited	100
2879	Esso Exploration and Production Nigeria (Deepwater East) Limited	100
2880	Esso Exploration and Production Nigeria (Deepwater West) Limited	100
5490	Esso Exploration and Production Nigeria (Deepwater) Limited	100
5741	Esso Exploration and Production Nigeria (Delta West) Limited	100
5663	Esso Exploration and Production Nigeria (Delta) Limited	100
5492	Esso Exploration and Production Nigeria (Offshore East) Limited	100
6308	Esso Exploration and Production Nigeria (Offshore Ventures) Limited	100
5493	Esso Exploration and Production Nigeria (Offshore West) Limited	100
6307	Esso Exploration and Production Nigeria (Offshore) Limited	100
2878	Esso Exploration and Production Nigeria (Ventures) Limited	100
5491	Esso Exploration and Production Nigeria Limited	100
4044	Esso Exploration and Production Norway AS	100
2886	Esso Exploration and Production Papua New Guinea (Juha/P'Nyang) Limited	100
2887	Esso Exploration and Production Papua New Guinea Limited	100
2896	Esso Exploration and Production Peru (Camisea) Limited	100
5579	Esso Exploration and Production Peru Limited	100
2869	Esso Exploration and Production Sabah Limited	100
2870	Esso Exploration and Production Sarawak Limited	100
4714	Esso Exploration and Production UK Limited	100
5378	Esso Exploration Angola (Block 15) Limited	100
5373	Esso Exploration Angola (Block 16) Limited	100
5438	Esso Exploration Angola (Block 17) Limited	100

CorpCode	CorpName	ENI
5211	Esso Exploration Bolivia Limited	100
5188	Esso Exploration Greenland Limited	100
5532	Esso Exploration Holdings Inc.	100
0515	Esso Exploration Inc.	100
5695	Esso Exploration International Limited	100
5486	Esso Exploration International Ventures Limited	100
4304	Esso Gas, Limitada	100
5706	Esso Global Investments Ltd.	100
6325	Esso Guatemala Servicios Limitada	100
4233	ESSO HANNOVER Mineraloelvertrieb Gesellschaft mit beschraenker	100
5488	Esso Highlands Limited	100
5496	Esso Holding B.V.	100
2832	Esso Holding Company Singapore Limited	100
2538	Esso Holding Company U.K. Inc.	100
5643	Esso Holding Thailand Inc.	100
4538	Esso Hong Kong Limited	100
5475	Esso Hungaria Kereskedelmi Kft.	100
5078	Esso Indonesia Inc.	100
0524	Esso Industrial Limitada	100
5620	Esso International Investments Ltd.	100
4946	Esso Ireland Limited	100
5530	Esso Ireland Manufacturing Company Limited	100
2684	Esso Italiana S.r.l.	100
0531	Esso Luxembourg	100
5662	Esso Madeira Empreendimentos e Servicos (Sociedade Unipessoal)	100
2413	Esso Marine Supply Company, Limited	100
5079	Esso Marine U.K. Limited	100
4780	Esso Maritime (Bahamas) Co. Limited	100
4859	Esso Mauritius Limited	100
5631	Esso Mauritius Overseas Private Limited	100
5399	Esso Mexico, S.A. de C.V.	100
4000	Esso Middle East Marketing Inc.	100
5705	Esso Natuna Ltd.	100
2727	Esso Nederland B.V.	100
2897	Esso Netherlands Antilles Holding N.V.	100
5563	Esso Niugini Limited	100
4889	Esso Norge AS	100
5218	Esso Norge Gaslager G.m.b.H	100
2503	Esso Oceanic Inc.	100
2999	Esso Oesterreich Beteiligungs GmbH	100
3022	Esso Oil & Chemicals Zambia Limited	100
0544	Esso Pension Trust Limited	100
5189	Esso Petroleum Asia Pacific Inc.	100
4749	Esso Petroleum China Limited	100
0547	Esso Petroleum Company, Limited	100

CorpCode	CorpName	ENI
5773	Esso Petroleum India Private Limited	100
5723	Esso Petroleum Korea Ltd.	100
5209	Esso Pipeline Company Limited	100
5678	Esso Pipeline Investments Limited	100
5760	Esso Pipeline Services Inc.	100
5426	ESSO Polska Spolka z o.o.	100
5071	Esso Portuguesa, S.A.	100
4211	Esso Production Malaysia Inc.	100
4682	Esso Property Management Company Limited	100
3068	Esso Reunion S.A.	100
5348	ESSO RHEIN-RUHR Mineraloelvertrieb GmbH	100
5427	ESSO Sachsen Mineraloelvertrieb GmbH	100
2792	ESSO Schweiz GmbH	100
4709	Esso Sekiyu Yugen Kaisha	100
2481	Esso Sempaku Kabushiki Kaisha	100
0555	Esso Services, S. A.	100
5528	ESSO SLOVENSKO spol. s r.o.	100
0559	Esso Sociedad Anonima Petrolera Argentina	100
5644	Esso Southeast Asia Holding Inc.	100
5429	ESSO spol. s r.o.	100
0582	Esso Standard (Madagascar) S.A.	100
0586	Esso Standard (Near East) LLC	100
0560	Esso Standard Algerie S. A.	100
5645	Esso Standard Investment Thailand Inc.	100
3069	Esso Standard Oil (Philippines) Inc.	100
0599	Esso Standard Oil Company (Puerto Rico)	100
0600	Esso Standard Oil Company (Uruguay) S. A.	100
0602	Esso Standard Oil Limited	100
5050	Esso Standard Oil Pty. Limited	100
0605	Esso Standard Oil S. A. Limited	100
0604	Esso Standard Oil, S. A.	100
0607	Esso Standard Paraguay S. A.	100
5555	ESSO Suedwest Mineraloelvertrieb Gesellschaft mit beschraenkter Haftung	100
5047	Esso Superannuation Plan Pty. Limited	100
0627	Esso Supply Company, Inc.	100
5529	Esso Thueringen Mineraloelvertrieb GmbH	100
1998	Esso Trading Company of Abu Dhabi	100
0632	Esso Trading Company of Iran	100
2544	Esso Trading Company of Saudi Arabia	100
0634	Esso Transport Company, Inc.	100
4740	Esso UK plc	100
5646	Esso Ventures (Thailand) Inc.	100
5542	Esso Ventures Pty. Ltd.	100
2631	ESSO Versicherungsvermittlung G.m.b.H.	100
5627	ESSO Vertriebsgesellschaft mbH	100

CorpCode	CorpName	ENI
5547	Esso Vietnam Inc.	100
4971	Esso Virgin Islands, Inc.	100
5428	ESSO-Tankdienstgesellschaft Bremen mbH	100
5487	ETS ESSO Tankdienstgesellschaft Stuttgart mbH	100
5522	European Card Services (N.V.)	100
4784	Exxon (Al-Khalij) Inc.	100
4096	Exxon A.G.	100
2875	Exxon Albacora Leste Limited	100
2955	Exxon Amazon Mouth (BFZ-One) Limited	100
2951	Exxon Amazon Mouth (BFZ-Two) Limited	100
2952	Exxon Amazon Mouth Basin Limited	100
2934	Exxon Arcticneft Limited	100
5574	Exxon Arkhangelsk Limited	100
2936	Exxon Aromatics Private Limited	100
2861	Exxon Asset Holdings LLC	100
5589	Exxon Azerbaijan Caspian Sea Limited	100
5575	Exxon Azerbaijan Limited	100
5732	Exxon Azerbaijan Operating Company LLC	100
2964	Exxon Bahia Sul Basin Limited	100
5474	Exxon Billings Cogeneration, Inc.	100
5734	Exxon Bolivia Rurrenabaque Limited	100
5735	Exxon Bolivia Tuichi Limited	100
2953	Exxon Campos (BC-Ten) Limited	100
2954	Exxon Campos Basin Limited	100
2800	Exxon Canada Inc.	100
4710	Exxon Capital Corporation	100
5009	Exxon Capital Ventures Inc.	100
2831	Exxon Chemical (Panyu) Co. Ltd.	100
4550	Exxon Chemical Arabia Inc.	100
4786	Exxon Chemical Asia Private Limited	100
4196	Exxon Chemical Australia Limited	100
4961	Exxon Chemical Centro America S.A.	100
4834	Exxon Chemical China Inc.	100
4951	Exxon Chemical Ecuador S.A.	100
5259	Exxon Chemical HDPE Inc.	100
5654	Exxon Chemical Holland Ventures B.V.	100
4664	Exxon Chemical Indonesia Inc.	100
4969	Exxon Chemical International Services Ltd.	100
5004	Exxon Chemical International-Asia Ltd.	100
5692	Exxon Chemical Licensing Company	100
2874	Exxon Chemical Louisiana LLC	100
5006	Exxon Chemical Near East Inc.	100
2845	Exxon Chemical Netherlands 3 B.V.	100
2825	Exxon Chemical Netherlands 4 B.V.	100
2826	Exxon Chemical Netherlands 5 B.V.	100

CorpCode	CorpName	ENI
4271	Exxon Chemical New Zealand Limited	100
2873	Exxon Chemical Olefins Australia LLC	100
5260	Exxon Chemical Partnership Services Inc.	100
5755	Exxon Chemical Services (Shanghai) Co. Ltd.	100
4700	Exxon Chemical Services Arabia Inc.	100
4785	Exxon Chemical Services Eastern Inc.	100
5007	Exxon Chemical Services Middle East Inc.	100
4967	Exxon Chemical Venezuela, C.A.	100
5608	Exxon China Inc.	100
5745	Exxon China Petroleum & Petrochemical Company Limited	100
5094	Exxon Coal and Minerals Australia Pty Ltd	100
5159	Exxon Coal Australia Pty. Ltd.	100
5398	Exxon Comercial S.A. de C.V.	100
4006	Exxon Commercial and Industrial Limited Liability Company	100
2739	Exxon Communications Company	100
9000	Exxon Company, International	100
9005	Exxon Company, U.S.A.	100
2956	Exxon Cumuruxatiba Basin Limited	100
2876	Exxon East Siberia Offshore Limited	100
9010	Exxon Enterprises	100
5261	Exxon Equity Holding Company	100
2957	Exxon Espirito Santo Basin Limited	100
2918	Exxon Exploration Albacora Leste Limited	100
5724	Exxon Exploration and Production Azerbaijan Limited	100
5725	Exxon Exploration and Production Caspian Sea Limited	100
2922	Exxon Exploration and Production Colombia Limited	100
2835	Exxon Exploration and Production Gabon (Block N-97) Limited	100
2862	Exxon Exploration and Production India Limited	100
5783	Exxon Exploration and Production Mauritania Limited	100
2885	Exxon Exploration and Production Oman Limited	100
2836	Exxon Exploration and Production Orphan Basin Limited	100
5788	Exxon Exploration and Production Southeast Black Sea Limited	100
2863	Exxon Exploration and Production Tarija Limited	100
5740	Exxon Exploration and Production Trinidad (Deepwater) Limited	100
5696	Exxon Exploration and Production Trinidad Limited	100
2919	Exxon Exploration and Production Uzbekistan Limited	100
5666	Exxon Exploration Kuwait Inc.	100
2868	Exxon Exploration Offshore Equatorial Guinea Limited	100
2940	Exxon France Holding SAS	100
5202	Exxon Funding B.V.	100
4052	EXXON Handels- und Dienstleistungsgesellschaft mbH	100
3064	Exxon Handelsgesellschaft m.b.H.	100
5647	Exxon Holding Thailand Inc.	100
5571	Exxon International Finance Company	100
5798	Exxon International Funding Limited	100

CorpCode	CorpName	ENI
2914	Exxon International Holdings LLC	100
2815	Exxon International Limited	100
5253	Exxon International Services Inc.	100
2947	Exxon International Services, S.A.R.L.	100
4872	Exxon Investments Inc.	100
2872	Exxon Japan Pipeline Limited	100
2806	Exxon Kazakhstan Caspian Limited	100
0694	Exxon Land Development, Inc.	100
4542	Exxon Limited	100
2743	Exxon Limited (Ireland)	100
2801	Exxon Limited - Sri Lanka	100
2944	Exxon Luxembourg & Cie, SCA	100
2915	Exxon Luxembourg Holdings LLC	100
2945	Exxon Luxembourg International Finance 1 SARL	100
2946	Exxon Luxembourg International Finance 2, S.A.R.L.	100
2943	Exxon Luxembourg SARL	100
5604	Exxon Mervyi Kultuk Limited	100
2958	Exxon NE Coastal Basins Limited	100
5381	Exxon Neftegas Limited	100
5710	Exxon Neftegas Project Services Inc.	100
2794	Exxon Overseas Corporation	100
5697	Exxon Overseas Holding Company	100
2795	Exxon Overseas Investment Corporation	100
5782	Exxon Overseas Ventures, Inc.	100
2960	Exxon Pelotas (BP-One) Limited	100
2959	Exxon Pelotas Basin Limited	100
3075	Exxon Petroleum Corporation (Philippines)	100
5622	Exxon Pipeline Holdings, Inc.	100
4031	Exxon Portuguesa (Petroleos Produtos Quimicos, Comercio Geral	100
5729	Exxon Power Holdings B.V.	100
5655	Exxon Qatar Ltd.	100
4949	Exxon Quimica Ltda.	100
5187	Exxon Saba Limited	100
2961	Exxon Santos (BS-One) Limited	100
2962	Exxon Santos Basin Limited	100
4315	Exxon Sao Paulo Holding LLC	100
4759	Exxon Saudi Arabia Inc.	100
2963	Exxon Sergipe Basin Limited	100
4335	Exxon Services (Bermuda) Ltd.	100
4054	Exxon Services Company, Inc.	100
4055	Exxon Services Venezuela, Inc.	100
5656	Exxon Servicios Petroleros Mexico, S.A. de C.V.	100
2838	Exxon Sociedad Anonima Petrolera Argentina	100
2821	Exxon South Caspian Limited	100
4970	Exxon Technology Holding Corp.	100

CorpCode	CorpName	ENI
5535	Exxon Timan Pechora Limited	100
5549	Exxon Trading B.V.	100
4984	Exxon Trading Company International	100
2751	Exxon Travel Club, Inc.	100
5210	Exxon Trinidad Limited	100
5708	Exxon Turkmenistan (Amudarya) Limited	100
2895	Exxon Turkmenistan Amudarya (Left Bank Project) Limited	100
2935	Exxon Varandey Limited	100
5767	Exxon Venezuela EHO Limited	100
5383	Exxon Venezuela LNG Inc.	100
3106	Exxon Venezuela LNG Limited	100
5461	Exxon Ventures (CIS) Inc.	100
5648	Exxon Ventures (Southeast Asia) Inc.	100
5617	Exxon Ventures Holding, Inc.	100
5560	Exxon Ventures Inc.	100
4715	Exxon Worldwide Trading Company	100
4925	Exxon Yemen Inc.	100
5080	Exxon Yemen Investments Inc.	100
5651	Exxon Yemen LNG Company, Ltd.	100
2635	Exxon, S.L.	100
5657	ExxonMobil (Barbados) Foreign Sales Corporation	100
2992	ExxonMobil (Guangdong) Petroleum Company Limited	100
3104	ExxonMobil Asia International, SARL	100
2350	ExxonMobil Asia Pacific Pte. Ltd.	100
2948	ExxonMobil Australia Pty. Ltd.	100
6309	ExxonMobil Austria LLC	100
5761	ExxonMobil Aviation International Limited	100
2921	ExxonMobil Benelux Holdings B.V.	100
4269	ExxonMobil Biomedical Sciences, Inc.	100
2827	ExxonMobil Brasil Holdings B.V.	100
6318	ExxonMobil Business Services Private Ltd.	100
5581	ExxonMobil Catalyst Services, Inc.	100
2965	ExxonMobil Central Europe Holding GmbH	100
5650	ExxonMobil Chemical Antwerp Ethylene	100
4985	ExxonMobil Chemical Central Europe GmbH	100
9090	ExxonMobil Chemical Company	100
4959	ExxonMobil Chemical Europe Inc.	100
4983	ExxonMobil Chemical Holland B.V.	100
4982	ExxonMobil Chemical Holland LLC	100
5120	ExxonMobil Chemical Interamerica Inc.	100
4541	ExxonMobil Chemical Japan Private Ltd.	100
4987	ExxonMobil Chemical Limited	100
4261	ExxonMobil Chemical Malaysia Sdn Bhd	100
4981	ExxonMobil Chemical Mediterranea	100
4980	ExxonMobil Chemical Norden Aktiebolag	100

CorpCode	CorpName	ENI
4979	ExxonMobil Chemical Olefins Inc.	100
5582	ExxonMobil Chemical Operations Private	100
4862	ExxonMobil Chemical Patents Inc.	100
4614	ExxonMobil Chemical Services Americas Inc.	100
4606	ExxonMobil Chemical Singapore Private Limited	100
2984	ExxonMobil China (Shenzhen) LNG Limited	100
2942	ExxonMobil China Tarim Basin Gas Limited	100
4952	ExxonMobil Coal and Minerals Company	100
5096	ExxonMobil Coal and Minerals International Inc.	100
4513	ExxonMobil Coal USA Inc.	100
5683	ExxonMobil Company India Private Limited	100
2967	ExxonMobil Delaware Holdings Inc.	100
4988	ExxonMobil Denmark Holdings International ApS	100
2979	ExxonMobil Denmark Holdings Mediterrean ApS	100
6322	ExxonMobil Denmark Swiss Holdings ApS	100
5786	ExxonMobil Development Company	100
9999	ExxonMobil Employee(s)	100
4972	ExxonMobil Energy Limited	100
4041	ExxonMobil Engineering Europe Limited	100
2884	ExxonMobil Exploration and Production Kuwait Limited	100
5388	ExxonMobil Exploration Company	100
3100	ExxonMobil Far East Holdings Ltd.	100
2993	ExxonMobil Fuels Marketing Company	100
2994	ExxonMobil Gas Marketing Company	100
5753	ExxonMobil Global Services Company	100
3101	ExxonMobil Gulf Pipeline Limited	100
2347	ExxonMobil Holding Company Holland LLC	100
2804	ExxonMobil Holding Latin America Limited	100
6301	ExxonMobil Holding Thailand Inc.	100
6312	ExxonMobil India (Dahej) LNG Limited	100
1995	ExxonMobil Inter-America Inc.	100
2537	ExxonMobil International Holdings Inc.	100
2939	ExxonMobil Investissement SARL	100
6300	ExxonMobil Investment (Southeast Asia) Inc.	100
6299	ExxonMobil Investment (Thailand) Inc.	100
5766	ExxonMobil Investment Management Inc.	100
6320	ExxonMobil LNG Nigeria Limited	100
2995	ExxonMobil Lubricants & Petroleum Specialties Company	100
3105	ExxonMobil Luxembourg Far East S.A.R.L., SARL	100
6317	ExxonMobil Marketing Services Private Ltd.	100
2983	ExxonMobil Middle East Gas Marketing Limited	100
4173	ExxonMobil Minerals International Inc.	100
6321	ExxonMobil Nigerian Gas Utilization Company Limited	100
6310	ExxonMobil Norway LLC	100
2985	ExxonMobil Oil Singapore Pte. Ltd.	100

CorpCode	CorpName	ENI
4265	ExxonMobil Petroleum & Chemical Holdings Inc.	100
5580	ExxonMobil Petroleum & Chemical, bvba	100
2745	ExxonMobil Pipeline Company	100
2920	ExxonMobil Portugal Holdings B.V.	100
5727	ExxonMobil Power Investment Company Inc.	100
5684	ExxonMobil Power Investment Company Limited	100
2996	ExxonMobil Production Company	100
2997	ExxonMobil Refining & Supply Company	100
3077	ExxonMobil Research and Engineering Company	100
4729	ExxonMobil Risk Management Inc.	100
2864	ExxonMobil Risk Management Limited	100
2966	ExxonMobil Sao Tome and Principe Limited	100
6311	ExxonMobil Scandinavia LLC	100
6302	ExxonMobil Southeast Asia Holding Inc.	100
2933	ExxonMobil Spain, S.L.	100
6304	ExxonMobil Thailand Holding Inc.	100
6303	ExxonMobil Thailand Ventures Inc.	100
6323	ExxonMobil Tunisia LLC	100
3076	ExxonMobil Upstream Research Company	100
5750	ExxonMobil Upstream Technical Computing Company	100
6298	ExxonMobil Ventures (Southeast Asia) Inc.	100
6297	ExxonMobil Ventures (Thailand) Inc.	100
2057	Favorit Unternehmens-Verwaltungs-Gesellschaft mit beschraenker	100
5789	Green Bluff Development Inc.	100
5401	Grupo Exxon Mexico, S. A. de C.V.	100
5518	Guangzhou Esso Petroleum Service Company	100
2555	Hans D. Schumacher GmbH	100
5356	Humble Gas Pipeline Company	100
2758	Humble Incorporated	100
4013	International Colombia Resources Corporation	100
2645	Ivrea Petroli Affini Gas (I.P.A. Gas) S.r.l.	100
2207	Kropp & Julius Mineraloelvertrieb Gesellschaft mit beschraenker	100
2571	KUEN - FALCA S.r.l.	100
2646	Lago Oil & Transport Company, Limited	100
4719	Lands Holding Company Limited	100
5092	Lemington Coal Mines Pty. Ltd.	100
5479	Marketing Services of Egypt Ltd.	100
2643	Mediterranea ICIOM S.r.l.	100
1009	Mediterranean Standard Oil Co.	100
4842	Middle East Services Inc.	100
6326	Mobil Asia Holdings B.V.	100
5010	Mytex Polymers Incorporated	100
4543	Oesterreichische Fernwaerme Gesellschaft m.b.H.	100
5161	Owljura Pty. Ltd.	100
1177	oy Esso ab	100

CorpCode	CorpName	ENI
2850	Pacific Offshore Pipeline Company	100
1234	Petroleum Casualty Company	100
5711	Progas AS	100
1905	Red Bluff Development Company	100
4867	Redline Oil Services Limited	100
5730	Retail Operating Company B.V.	100
5200	Retail Petroleum Services Limited	100
6313	ROC - AN Retail Operating Company - Ancona S.r.l.	100
6314	ROC - FI Retail Operating Company - Firenze S.r.l.	100
6315	ROC - TO Retail Operating Company - Torino S.r.l.	100
6316	ROC - VE Retail Operating Company - Venezia S.r.l.	100
2810	ROC-BO Retail Operating Company - Bologna S.r.l.	100
2808	ROC-GE Retail Operating Company - Genova S.r.l.	100
2809	ROC-MI Retail Operating Company - Milano S.r.l.	100
2811	ROC-RM Retail Operating Company - Roma S.r.l.	100
4659	Rundle Queensland Pty Ltd	100
5360	Se. Stra - Servizi Stradali S.r.l.	100
5568	SeaRiver International, Inc.	100
2796	SeaRiver Maritime Financial Holdings, Inc.	100
5562	SeaRiver Maritime, Inc.	100
5236	Servacar - Comercio, Servicos e Representacoes Limitada	100
5013	Servacar Chile Limitada	100
2513	Servacar de Puerto Rico Inc.	100
5361	Servacar S.A. de C.V.	100
2378	Servicar, n.v.	100
5431	Servicios Santa Elena, S.A. de C.V.	100
5480	Servizio Avio Rifornimento S.r.l.	100
1428	Sociedade Tecnica e Industrial de Lubrificantes Solutec Ltda.	100
5746	Standard Marine Services Limited	100
5785	Standard Marine Tonsberg AS	100
5545	Standard Tankers Bahamas Limited	100
5411	Suomen Exxon OY - Finn Exxon AB	100
0040	Tiger AS	100
1807	Universal General Agency, Inc.	100
2894	Vest Olje AS	100

CorpCode	CorpName	ENI
5152	165550 Canada Limited	69.6
1111	172746 Canada Inc.	69.6
5297	172965 Canada Limited	69.6
2986	3620689 Canada Limited	69.6
2987	3637824 Canada Inc.	69.6
2988	3645967 Canada Inc.	69.6
2968	3780953 Canada Limited	69.6
2917	A-P Olefins Finance Pty. Ltd.	50
2860	A-P Olefins Holdings Pty. Limited	50
5368	AAI Assets, Inc.	31.57
4338	Abu Dhabi Company for Onshore Oil Operations	4.75
0006	Abu Dhabi Petroleum Company Limited	11.875
5414	Acquifund Resources Limited	69.6
5776	Aditivos Orinoco de Venezuela (Adinoven) C.A.	22.453337
1975	Adria-Wien Pipeline Gesellschaft mit beschraenkter Haftung	6.5
5768	Advanced Elastomer Systems Brasileira, Ltda.	50
5726	Advanced Elastomer Systems Hong Kong Limited	50
5439	Advanced Elastomer Systems Japan Limited	50
5106	Advanced Elastomer Systems Korea Limited	50
5445	Advanced Elastomer Systems Limited	50
5443	Advanced Elastomer Systems Marketing Pte. Ltd.	50
5446	Advanced Elastomer Systems NV/SA	50
5447	Advanced Elastomer Systems Singapore Pte. Ltd.	50
5441	Advanced Elastomer Systems, Canada, Inc.	50
5367	Advanced Elastomer Systems, Inc.	50
5444	Advanced Elastomer Systems, L.P.	50
5612	AFSC Management Limited	11.1
5641	AFSC Operations Limited	11.1
5754	AFSC Refuelling Limited	11.1
5598	AGES Arbeitsgemeinschaft Gebuehrenentrichtungssystem GmbH & Co. OHG	16.67
5668	AGES Arbeitsgemeinschafts-Gebuehrenentrichtungssystem GmbH	16.68
5343	AIR TANKDIENST KOELN GbR	20
2708	Aircraft Fuel Supply B.V.	9.09
4610	Al-Jubail Petrochemical Company	50
2596	Alberta Products Pipe Line Ltd.	31.32
2526	Alyeska Pipeline Service Company	20.34

CorpCode	CorpName	ENI
5566	ASHCO Ltd.	15
5765	Aviation Fuel Supply Company	11.11
5691	Azerbaijan International Operating Company	8.8896
4805	Azuma Sekiyu K.K.	50.0208
4763	Bangkok Aviation Fuel Services Public Company Limited	6.176625
2891	Baton Rouge Fractionators LLC	18.1
2902	Baton Rouge Propylene Concentrator LLC	70
4942	BEB Erdgas und Erdoel GmbH	50
5626	Berlin Fuelling Services GbR	12.5
5713	Bitumes Tunis S.A.	49.4255
5686	BONDY ESSENCE	81.546645
5269	Brickwood Holdings Pty. Ltd.	25
5747	Cameroon Oil Transportation Company S.A.	34.5
5244	Canada Imperial Oil Limited	96.96
5153	Canadian Reserve Oil & Gas Ltd.	69.6
4658	Castle Peak Power Company Limited	60
4293	Changi Airport Fuel Hydrant Installation Pte. Ltd.	12.5
5425	Changi Into-Plane Services (Pte) Ltd	16.7
4585	Chuo Sekiyu Hanbai K.K.	50.0208
5682	Clean Caribbean Corporation	19.481
2839	Clean Seas, LLC	26.4
5270	Compagnie Industrielle des Polyethylenes de Normandie, GIE	49.6795
5171	Cynthia Gas Gathering Company Limited	43.7227
2840	D12a (Groep) B.V.	9.11
5736	D15 (Groep) B.V.	22.5
4301	Daihatsu Sekiyu K.K.	18.33
5290	Daiichi Sekiyu Kaihatsu K.K.	0.575239
5687	DEMICO S.A.R.L.	81.546641
4026	Depot Petrolier du Gresivaudan	6.52384
0419	Depots de Petrole Cotiers	17.288176
4423	Depots Petroliers de la Corse	14.67864
5672	Deudan GmbH & Co. KG	16.825953
5748	DEUDAN GmbH, Kiel	16.825953
4583	Deudan-Holding GmbH	32.992065
5379	Deutsche Advanced Elastomer Systems GmbH	50
0428	Deutsche Erdgas Transport G.m.b.H.	32.644964

CorpCode	CorpName	ENI
5793	Deutsche Infineum GmbH	49.894859
2929	Deutsche Nalco/Exxon Energy Chemicals Marketing GMBH	40
1934	Deutsche Transalpine Oelleitung G.m.b.H.	16
0433	Devon Estates Limited	69.6
5728	Dex-Plastomers V.O.F.	50
5467	Dexco Polymers (General Partnership)	50
4652	DFTG Deutsche Fluessigerdgas Terminal GmbH	18.442305
5400	Disma S.r.l.	12.5
0444	Dixie Pipeline Company	11.054
5347	Eagle Reinsurance Co. Ltd.	50.0208
5556	East Asia Response Private Limited	25
0452	East Texas Salt Water Disposal Company	10.8441
5577	Eastern Canada Response Corporation Ltd.	28.188
5671	Elwerath-Mobil AG	5
4986	Emirates National Chemicals Company Ltd.	18
4445	Emori Sekiyu K.K.	20.04
2196	Emsland-Erdoelleitung G.m.b.H.	12.5
5673	Energie Dienstleistungs Wuppertal GbR	12.5
5674	Energie Dienstleistungs Wuppertal GmbH	12.5
4917	Energie Marketing Service GmbH	25
5653	Energy Chemicals (Malaysia) Sdn. Bhd.	40
5539	Enterprise Housing Partners 1992 Limited Partnership	8.76106
4918	Entrepot Petrolier de Mulhouse (E.P.M.)	11.65
5546	EPDMCO, L.P.	80
2199	Erdgas-Verkaufs-Gesellschaft m.b.H.	13.8
5675	Erdgasgemeinschaft GbR	14.81
0725	Erdoel-Raffinerie Deurag-Nerag GmbH	50
1983	ESF Limited	69.6
4170	Esso (Overseas) Pension Trust Limited	91
1997	Esso (Thailand) Public Company Limited	87.5
2536	Esso Antilles-Guyane, S. A.	99.359
2982	Esso Bangladesh Terminal Company Limited	60
5030	Esso Coordination Center	99.999997
3095	Esso Energie G.I.E.	89.200511
3015	Esso Exploration and Production Angola Inc.	80
4042	Esso Exploration and Production Ireland Limited	99.98

CorpCode	CorpName	ENI
5572	Esso France S.A.	81.548
5565	Esso Logistique et Transport, E.U.R.L.	99.359
5264	Esso Lub'Services	81.548
3099	Esso Lubrifiants Tunisie S.A.	99.779
3066	Esso Malaysia Berhad	65
2949	Esso Petroleum Taiwan Incorporated	70
5423	Esso Raffinage S.A.F.	81.5398
5690	Esso Sinochem (Ningbo) Petroleum & Petrochemical Supply Co. Ltd	61.5
3023	Esso Societe Anonyme Francaise	81.548
0616	Esso Standard Tunisie S. A.	98.851
5015	Etablissements Cloarec	81.2756
5346	ETD Tankdienst Gesellschaft Duesseldorf GbR	25
5035	Exxon Asset Funding Company	73.4
5034	Exxon Asset Management Company	73.4
5503	Exxon Chemical Asset Management Partnership	91.0092
2824	Exxon Chemical Netherlands 1 B.V.	99.359
5060	Exxon de Colombia S.A.	99.995
5523	Exxon Mobile Bay Limited Partnership	92.681489
2823	Exxon Project Investment Corporation	50
4262	ExxonMobil Chemical (Thailand) Limited	96.6625
5205	ExxonMobil Chemical France SARL	99.359
5274	ExxonMobil Chemical Polymeres SNC	99.359
5600	ExxonMobil Chemical SAS	99.359
4697	F.T. Giken Kabushiki Kaisha	5.27052
2841	F17c (Groep) B.V.	30
5681	Federated Pipe Lines (Northern) Ltd.	34.8
5597	Federated Pipe Lines (Western) Ltd.	34.8
5021	Federated Pipe Lines Ltd.	34.8
2638	Ferngas Nordbayern G.m.b.H.	8.118952
4731	Ferngas Salzgitter GmbH	11.963583
5481	Fernkaelte Geschaefsstadt Nord G.b.R.	9.4
5436	Film Association Gesellschaft burgerlichen Rechts	4.17
5693	Fina Antwerp Olefins N.V.	35
5349	Flughafen Schwechat Hydranten-Gesellschaft	14.3
5658	FSF Flughafen Schwechat Flugzeugbetankungs GmbH	25
4446	Fuji Kogyo K.K.	8.3667

CorpCode	CorpName	ENI
4056	Fuji Unyu K.K.	3.819972
4447	Fukui Sekiyu K.K.	3.3567
5482	G16a (Groep) B.V.	30
5784	Gardermoen Fuelling Services AS	20
4748	Gasunie Engineering B.V.	25
5536	Gasunie Warmte/Kracht Emmen B.V.	25
4718	General Bussan K.K.	50.0208
5763	General Energy Development K.K.	37.865746
4448	General Highway K. K.	50.0208
4451	General Shipping Co. Ltd.	46.019136
2585	Geogaz Lavera	10.038
2805	Georgian Pipeline Company	8.8896
5541	Gesellschaft fuer Mineraloelveredlung und Distribution Rhaesa mbH	38.1
4973	Gewerkschaft Brassert Erdoel und Erdgas GmbH	50
4975	Gewerkschaft Gute Hoffnung Erdgas und Erdoel GmbH	50
4974	Gewerkschaft Kuechenberg Erdgas und Erdoel GmbH	25
5173	Glen Park Gas Pipe Line Company Limited	23.20464
0758	Grande Ecaille Land Company, Inc.	8
5220	Groupement d'Exploitation du Depot de Reception de Chennevieres	9.06
2798	Groupement Immobilier Petrolier	10.1935
4010	Groupement Petrolier Aviation	16.31
5019	Groupement Petrolier de la Cote d'Azur	15.49412
4927	Groupement Petrolier de Nantes (G.P.N.)	24.46
5520	Groupement Petrolier de Saint-Pierre des Corps (G.P.S.P.C.)	8.1548
4789	Groupement Petrolier du Finistere G.I.E.	24.46
5254	Groupement Petrolier du Val-de-Marne (G.P.V.M.)	40.77
5567	Guam Response Services Ltd.	10.5
5628	GVOE Gebinde-Verwertungsgesellschaft der Mineraloelwirtschaft mbH	9.6
5307	Hakushima Sekiyu Bichiku K.K.	1.002
5506	Hambrecht & Quist Environmental Technology	12.82
4453	Hankyu Ferry K.K.	5.01
0117	Hankyu Service K.K.	1.903914
2204	Hannoversche Erdoelleitungs-G.m.b.H.	25
2867	Heathrow Refuelling Service Company	35
5116	Hein Gas Hamburger Gaswerke GmbH	5.05
4326	Hokkaido Sekiyu Kyodo Bichiku K.K.	2.004

CorpCode	CorpName	ENI
5306	Hokkyoku Sekiyu K.K.	0.24549
4723	Hokuyu Sekiyu K.K.	50.0208
5141	Hong Kong Pumped Storage Development Company, Limited	51
5623	Hong Kong Response Limited	20
4638	Houston Regional Monitoring Corporation	15.74
2807	HUB S.r.l.	33.3
2760	Hydranten-Betriebs-Gesellschaft GbR	11.1
0827	Imperial Oil Limited	69.6
5284	Imperial Oil Petroliere Imperiale, (an Ontario General Partnership)	69.6
5186	Imperial Oil Resources an Alberta limited partnership	69.6
4247	Imperial Oil Resources Limited	69.6
4882	Imperial Oil Resources N.W.T. Limited	69.6
5070	Imperial Oil Resources Ventures Limited	69.6
5275	IMV Sonderabfall GmbH & Co. KG	3.08
5117	Industria Acqua Siracusana S.p.A.	5
4828	Industry Promotion Enterprises Limited	26.2491
2853	Infineum Argentina S.A.	49.894859
2854	Infineum Australia Pty. Ltd.	49.894859
2899	Infineum Belgium N.V.	49.894859
2855	Infineum Brasil Ltda.	49.894859
2856	Infineum Canada Ltd.	49.894859
2980	Infineum Chile (Aditivos) Limitada	49.896304
2981	Infineum Colombia (A branch of Infineum Netherlands B.V.)	49.896304
2900	Infineum France S.A.S.	49.894859
2852	Infineum Holdings B.V.	49.894859
2882	Infineum Hong Kong Limited	49.894859
2846	Infineum Iberia S.A.	49.894859
2901	Infineum International Limited	49.894859
5796	Infineum Italia s.r.l.	49.894859
4544	Infineum Japan Ltd.	49.894859
2883	Infineum Korea Ltd.	49.894859
2857	Infineum Mexico, S. de R.L. de C.V.	49.889869
2898	Infineum Netherlands B.V.	49.894859
2820	Infineum Singapore Pte. Ltd.	50.005
2906	Infineum South Africa Pty. Ltd.	49.894859
2905	Infineum U.K. Pension Trustee Ltd.	49.894859

CorpCode	CorpName	ENI
2907	Infineum UK Ltd.	49.894859
2812	Infineum USA Inc	50
2858	Infineum USA L.P.	50
2851	Infineum Venezuela C.A.	49.894859
0889	Iraq Petroleum Company, Limited	11.87
5309	Iwate-ken Oil Terminal K.K.	2.78556
2171	Japan Butyl Company Limited	50
5676	Japan PolyChem Corporation	17.5
2693	Jersey Nuclear-Avco Isotopes, Inc.	88.67
5661	Jinzhou Jinex Lubricant Additives Co., Ltd.	50
4457	K.K. Aizu General	17.535
5310	K.K. Blue Highway Line	0.7252
4458	K.K. Daimaru	50.0208
4459	K.K. General Sekiyu Hanbaisho	48.550188
4461	K.K. Ito	3.7575
5056	K.K. Marutaka Sekiyu	35
5312	K.K. Mitsuroko	1.42785
5136	K.K. Momose Sekiyu	34.8
5315	K.K. Sangyo Keizai Shinbunsha	0.01503
2830	K.K. Shizuoka Shizai	7.515
1666	K.K. Standard Sekiyu Osaka Hatsubaisho	36.66
4339	K/S Statfjord Transport A/S & Co.	8.546865
2842	K1a (Groep) B.V.	18
5787	Kabushiki Kaisha Kanki	13.372491
4696	Kai Tak Refuellers Company Limited	50
5316	Kanagawa Rinkai Tetsudo K.K.	1.1523
4536	Kansai Chuo Sekiyu K.K.	50.0208
5317	Kansai Kokusai Kuko K.K.	0.011774
4065	Kawasaki Kygnus Sekiyu Hambai Kabushiki Kaisha	26.744981
4466	Keiyo Sekiyu Hanbai K.K.	50.0208
4467	Kibo Sekiyu Hanbai K.K.	50.0208
4993	Kimura Sekiyu Kabushiki Kaisha	33.7
4468	Kinwa Sekiyu K.K.	20.04
5501	Kobbaby Pty. Ltd.	22.5
2523	Kobe Standard Sekiyu K.K.	43.5
2904	Kravis S.A.S.	15.966355

CorpCode	CorpName	ENI
5184	Kumho Polychem Co., Ltd.	15
4067	Kygnus Ekika Gas Kabushiki Kaisha	13.372491
4068	Kygnus Kosan Kabushiki Kaisha	26.744981
2695	Kygnus Sekiyu K. K.	26.744981
1088	Kygnus Sekiyu Seisei Kabushiki Kaisha	50.0208
4076	Kygnus Trading Kabushiki Kaisha	26.744981
4496	Kyushu Eagle K.K.	27.55665
5224	L12A (Groep) B.V.	15
5225	L12B/L15B (Groep) B.V.	15
5226	L15A (Groep) B.V.	25
2843	L1a/b (Groep) B.V.	0.002
5483	L2 (Groep) B.V.	30
5737	L4c (Groep) B.V.	25
5484	L5a (Groep) B.V.	30
5738	L9a (Groep) B.V.	25
5739	L9b (Groep) B.V.	25
2054	Les Docks des Petroles d'Ambes	8.15
5471	Les Emulsions de Feyzin	32.6192
2818	Les Emulsions Routieres du Limousin (ERL)	44.85
2890	Les Liants d'Auvergne	24.465
2849	Les Liants de Basse - Normandie (LDBN)	32.6192
2819	Les Liants Routiers des Flandres (LRF)	65.24
2938	Les Liants Routiers Midi-Pyrenees	36.6966
5712	Liants Routiers de Bourgogne (L.R.B.)	48.9288
5497	Liants Routiers de la Vallee de la Loire (LRVL)	41.58948
5573	Liants Routiers de la Vallee du Rhin (L.R.V.R.)	57.0836
5111	Liants Routiers du Gard (L.R.G.)	46.0746
5227	Lilac Sekiyu Kabushiki Kaisha	26.744981
4721	Lily Sekiyu K.K.	50.0208
5390	Lithcon Petroleum International (Bahamas) Inc.	52
5759	Longhorn Partners Pipeline, L.P.	20
5550	Maasvlakte Olie Terminal C.V.	16.67
2768	Maasvlakte Olie Terminal N.V.	16.666666666
2649	Mainline Pipelines Limited	6667 65
5277	Malaysian Energy Chemical & Services Sdn Bhd	28
5512	Manchester Airport Storage and Hydrant Company Limited	25

CorpCode	CorpName	ENI
5142	McColl-Frontenac Inc.	69.6
5376	McColl-Frontenac Petroleum Inc./Petroliere McColl-Frontenac Inc.	69.6
4181	MEGAL Finance Company Ltd.	7.644964
4127	MEGAL GmbH	7.644964
4553	Meiji Sekiyu K.K.	25.05
5669	Mineraloelraffinerie Oberrhein GmbH & Co. KG	25
5670	Mineraloelraffinerie Oberrhein Verwaltungs GmbH	25
2146	Mittelrheinische Erdgas Transport Gesellschaft mit beschraenkter	26.863795
5408	Mode Wheel Property Limited	50
4307	Montreal Pipe Line Limited/Les Pipe-Lines Montreal Limitee	39.77482
5160	Mount Thorley Coal Loading Limited	44.3609
5267	Multi Tank Card B.V.	13.1
5366	Mutsu Ogawahara Kaihatsu K.K.	0.33567
5489	Mytex Polymers (General Partnership)	50
2937	Mytex Polymers Asia Pacific Pte. Ltd.	50
1131	N.V. Nederlandse Gasunie	25
2844	N7 (Groep) B.V.	25
5319	Nagoya Rinkai Tetsudo K.K.	0.06513
5513	Nalco/Exxon Energy Chemicals	39.52
2926	Nalco/Exxon Energy Chemicals (Cameroon) S.A.R.L.	39.6
2924	Nalco/Exxon Energy Chemicals (M) Sdn. Bhd.	40
2925	Nalco/Exxon Energy Chemicals (M.E.) FZE	40
5591	Nalco/Exxon Energy Chemicals Argentina S.A.	40
2893	Nalco/Exxon Energy Chemicals Australia Pty. Ltd.	40
5592	Nalco/Exxon Energy Chemicals Brasil LTDA.	40
5588	Nalco/Exxon Energy Chemicals Canada, Inc.	40
5593	Nalco/Exxon Energy Chemicals Colombia S.A.	40.6
5769	Nalco/Exxon Energy Chemicals FSC, Inc.	40
2930	Nalco/Exxon Energy Chemicals Italy Spa	40
2928	Nalco/Exxon Energy Chemicals Japan Ltd.	40
4978	Nalco/Exxon Energy Chemicals Marketing Limited	40
5770	Nalco/Exxon Energy Chemicals Mexico, S.A. de C.V.	40
5005	Nalco/Exxon Energy Chemicals Middle East Holdings, Inc.	40
2931	Nalco/Exxon Energy Chemicals Norge AS	40
2932	Nalco/Exxon Energy Chemicals S.A.R.L.	38
2927	Nalco/Exxon Energy Chemicals Singapore Pte. Ltd.	40

CorpCode	CorpName	ENI
5599	Nalco/Exxon Energy Chemicals Venezuela, C.A.	40
5594	Nalco/Exxon Energy Chemicals, Inc.	50
5595	Nalco/Exxon Energy Chemicals, L.P.	40
4099	NAM - K 14 B.V.	30
4183	NAM - K 15 B.V.	30
5231	NAM - K 17 B.V.	30
4793	NAM - K 7 B.V.	30
2950	NAM Extension B.V.	50
5557	NAM Pipeline B.V.	50
4184	NAM/CLOMS - K 8/K 11 B.V.	15
4185	NAM/CLOMS - L 13 B.V.	15
5232	NAM/MOBIL M9a B.V.	20
2698	Nansei Sekiyu Kabushiki Kaisha	43.7682
1077	Near East Development Corporation	50
2771	Nederlandse Aardolie Maatschappij B.V.	50
5630	NETRA GmbH	16.665
5629	NETRA GmbH Norddeutsche Transversale & Co. KG	24.549013
5499	New Cure, Inc.	8.7
5457	Newcastle Coal Shippers Pty. Limited	11.04
5233	Nichiei Kogyo Kabushiki Kaisha	14.55
2699	Nichimo Kabushiki Kaisha	3.386963
5324	Nichu Sekiyu Kaihatsu K.K.	0.18036
5325	Nihon Indoneshiya Sekiyu Kyoryoku K.K.	0.16533
5322	Nihon Kukoh Kyuyu K.K.	1.38777
5323	Nihon Oil Terminal K.K.	1.2024
4151	Niigata Sekiyu Kyodo Bichiku Kabushiki Kaisha	2.505
5792	Ningbo Yanggongshan Petrochemical Wharf Company Ltd.	46.9125
4554	Nippon Unicar K.K.	25.0515
2011	Nissei Sekiyu Kabushiki Kaisha	39.09
5234	Nogat B.V.	15
2209	Norddeutsche Erdgas-Aufbereitungs G.m.b.H.	25
2179	Nordrheinische Erdgas Transport Gesellschaft mit beschraenkter	20.144964
6324	Nordseegas-Ableitungs GmbH	50
5108	Noroxo	99.359
3042	Northward Developments Ltd.	17.4
4811	NPC Services, Inc.	38.776

CorpCode	CorpName	ENI
1141	Office Prive d'Assurances et de Courtages	81.3
5558	Oil Spill Holdings Private Limited	20
4885	Oil Spill Response Limited	5.7692
1158	Oldenburgische Erdoel Gesellschaft m.b.H.	33.33
2916	Olefines Pty. Ltd.	50
5328	Onahama Sekiyu Futo K.K.	1.26252
4064	Osaka Kygnus K.K.	26.744981
5245	OSLO Alberta Limited	69.6
5679	Oslo Lufthavns Tankanlegg AS	20
5409	Pacesetter Enterprises Limited	58.927853
2903	Pacsud S.A.	17.463201
2908	PAR S.r.l.	33
4128	Pars Investment Corporation	7
5606	Paxon Polymer Company, L.P. II	92.827859
5533	Petroleum Industry of Malaysia Mutual Aid Group	51
2889	PETROLIG S.r.l.	30
1283	Plantation Pipe Line Company	48.83
4288	Polder-Seehaefen-Harburg GmbH	2.75
2814	Polish Petroleum Development Company Sp.zo.o.	50
5640	Port Waratah Coal Services Limited	4.079
5537	Port-Jerome Gaz (P.J. Gaz)	81.5439
1292	Portland Pipe Line Corporation	39.77482
4976	Primaeroel GmbH	50
5451	Prince William Sound Oil Spill Response Corporation	30.513
5176	ProGas Limited	5.799768
5624	Q16a (Groep) B.V.	20.85
0152	Qenos Elastomers Pty. Ltd.	50
2888	Qenos Holdings Pty., Limited	50
0481	Qenos Olefins Pty. Ltd.	50
4852	Qenos Plastics Pty. Ltd.	50
5500	Qenos Pty Ltd.	50
5698	Qenos Resins Pty. Ltd.	50
1323	Raffinerie du Midi S.A.R.L.	27.18
2017	Rainbow Pipe Line Company, Ltd.	23.2
1333	Redwater Water Disposal Company Limited	34.8
1338	Refineria Petrolera Acajutla, S. A.	65

CorpCode	CorpName	ENI
5340	Revue Generale des Routes et Aerodrames	0.937802
2437	Rotterdam Antwerpen Pijpleiding (Belgie) N.V.	33.33
5551	Rotterdam Antwerpen Pijpleiding C.V.	33.33
2570	Rotterdam-Antwerpen Pijpleiding (Nederland) N.V.	33.33
2019	Ruhrgas Aktiengesellschaft	15.289928
2185	S.A. du Pipeline a Produits Petroliers sur Territoire Geneve	13.5
5694	Saba Sociedade Abastecedora de Aeronaves Lda.	25
2998	Sable Offshore Energy Inc.	6.1944
4475	Saitama Sekiyu Hanbai K.K.	50.0208
5538	Sakai Cable TV K.K.	0.041583
5329	Sanrin K.K.	2.054223
2021	Saraco S. A.	14.286
4845	Saudi Arabia Co. Ltd.	19.957943
5330	Saudi Sekiyu Kagaku K.K.	0.16032
2377	Schubert KG	14.965
2212	SEAG Aktiengesellschaft fuer schweizerisches Erdoel	12.5
5331	Sekiyu Sangyo Gijutsu Kenkyusyo K.K.	2.1042
5332	Sekiyu Shigen Kaihatsu K.K.	0.2004
1399	SERAM S.p.A.	12.5
5576	Service Aviation Paris (S.A.P.)	40.774
2829	Shanghai Jinex Additives Co. Ltd.	24.948152
2847	Shanghai Jinsen Hydrocarbon Resins Co. Ltd.	60
5603	Shimizu LNG K. K.	17.53605
1418	Smiley Gas Conservation Limited	50.808
1424	Sociedad de Inversiones de Aviacion Limitada	33.3
1430	Sociedad Nacional de Oleoductos Ltda.	22.1
1450	Societa Italiana per l'Oleodotto Transalpino S.p.A.	16
1458	Societa per Azioni Raffineria Padana Olii Minerali-SARPOM	74.212762
3048	Societe Anonyme "Produits Lubrifiants de Madagascar" - PROLUMA	32.5
5067	Societe Anonyme de Gestion de Stocks de Securite (SAGESS)	8.383134
2412	Societe Anonyme de la Raffinerie des Antilles	14.5
1486	Societe Civile de Mustapha Algerie	24.38
4523	Societe Civile de Participation pour la Destruction des Dechets Industriels (SOCDI)	33.1737
5342	Societe Civile Immobiliere du 24 Rue Hamelin	1.141672
4591	Societe d'Etude et d'Exploitation de la Raffinerie du Tchad -	19.5997
2663	Societe d'Exploitation & de Developpement d'Operations Commerciales	81.05

CorpCode	CorpName	ENI
1499	Societe de la Raffinerie d'Alger	17.6
2023	Societe de Manutention de Carburants Aviation (S. M. C. A.)	13.59
2816	Societe de Traitement Industriel des gaz	62.38
2118	Societe des Pipe-Lines de Strasbourg	10.2
2817	Societe des Stockages Petroliers du Rhone	54.35
1507	Societe des Transports Petroliers par Pipe Line	9.516
1508	Societe du Caoutchouc Butyl (SOCABU)	99.359
2263	Societe du Pipe Line de la Raffinerie de Lorraine	35.0654
1510	Societe du Pipe-Line Mediterranee-Rhone	12.0287
3001	Societe du Pipeline Sud-Europeen	21.9993
1513	Societe Esso de Recherches et d'Exploitation Petrolières Esso	73.3
4990	Societe Francaise ExxonMobil Chemical	99.359
5685	Societe Groupement des Commerçants du Centre Commercial Regional	2.348582
1520	Societe Havraise de Manutention de Produits Petroliers	12.557
1528	Societe Malgache de Raffinage	13.699
1522	Societe Paris-Niel	81.5466
2848	Societe Petroliere du bec d'Ambes (S.P.B.A.)	27.72632
2668	Societe Reunionnaise d'Entreposage	20
5744	SOGEP S.A. Societe Genevoise des Petroles	50
2669	Southern Natural Gas Development Pty. Ltd.	50
4761	Standard Kaihatsu K.K.	36.66
2295	Standard Service K.K.	36.66
5466	Stansted Fuelling Company Limited	14.285714
4291	Statfjord Transport A/S	8.54685
5569	Sucre Gas, S.A.	29
2151	Sueddeutsche Erdgas Transport Gesellschaft mit beschraenkter	32.644964
5392	Sun East (Dublin) Company, Ltd.	50.0208
1729	Syn crude Canada Ltd.	17.4
5405	Taichung Petroleum Inc.	52
4482	Taihei Bussan K.K.	50.0208
4799	Taisei Kogyo Sekiyu Hanbai K.K.	50.0208
4483	Taketsuru Yogyo K.K.	22.545
1918	Tankanlage A. G., Mellingen	33.33
2466	Tanklager Altishausen A. G.	32.6
4023	Tanklager Taegerschen AG	21.48
4022	Tanklager-Gesellschaft Tegel (TGT) GbR.	12.5

CorpCode	CorpName	ENI
2783	TANKLAGERGESELLSCHAFT KOELN-BONN GbR	14.285714285
4024	TAR-Tankanlage Ruemlang AG	20.365 ⁷¹
5616	TBF Tanklager Betriebsfuehrungsgesellschaft m.b.H.	50
5659	TBG Tanklager-Betriebsgesellschaft mbH	33.3
4132	TBN Tanklager-Betriebsgesellschaft Nuernberg mbH	33.33
2813	Tchad Oil Transportation Company S.A.	34
5552	TEAM Terminal B.V.	42.85
5700	Telasto Folien GmbH	50
5455	Terminal Petrolier de Bordeaux (T.P.B.)	79.486
5113	TGF Tankdienst Gesellschaft Frankfurt GbR	33.33
5115	TGM Tankdienst-Gesellschaft Muenchen GbR	14.28
5207	Thai Aliphatics Company Limited	71.865021
5362	Thai C-Center Company Limited	44.83375
5485	Thai Petroleum Pipeline Co., Ltd.	18.28
2674	Thyssengas G.m.b.H.	25
5353	TLS Tanklager Stuttgart GmbH	55
5384	Tohpren Co., Ltd. (Chemical)	45.01872
5240	Tojo Gas K.K.	8.00833
4463	Tokai Chuo Sekiyu K.K.	50.0208
4485	Toko Sekiyu K.K.	16.233372
5335	Tomakomai Tobu Sekiyu Bichiku K.K.	1.002
5363	Tonen Chemical Nasu Co., Ltd.	50.0208
5054	Tonen Energy and Marine (Singapore) Pte. Ltd.	50.0208
4191	Tonen Energy International Corp.	50.0208
1763	Tonen Kagaku K.K.	50.0208
5241	Tonen Sogo Service Co., Ltd.	50.0208
1764	Tonen Tanker Kabushiki Kaisha	50.0208
5203	Tonen Tapyrus Company Limited	50.0208
2672	Tonen Technology K. K.	50.0208
4439	TonenGeneral Sekiyu K.K.	50.0208
5051	Tonex Company Limited	75.0104
4622	Toyoshina Film Company, Ltd.	17
5167	Trans-Northern Pipelines Inc.	23.19768
2029	Transalpine Oelleitung in Oesterreich Gesellschaft m.b.H.	16
5432	Turbo Fuelling Services (Berlin) GbR	12.5
2865	Turbo Fuelling Services (Sachsen) GbR	14.28

CorpCode	CorpName	ENI
4087	UBAG - Unterflurbetankungsanlage Flughafen Zurich	12
6289	Ukishima Kosan Kabushiki Kaisha	50.0208
5163	Ulan Coal Mines Limited	36
5087	United Industry Development Co., Ltd.	44.833375
5752	Univation Technologies, LLC	50
2871	Ursa Oil Pipeline Company LLC	15.96
1828	Van Salt Water Disposal Company	7.86
5749	VEI Limited Partnership	49
5354	Verbundnetz Gas AG	10.90281
1876	West Shore Pipe Line Company	2.048
2215	Westdeutsche Erdoelleitungs-G.m.b.H.	25
5578	Western Canada Marine Response Corporation	13.92
5042	Worex S.N.C.	81.548
5413	Y.S. Butsuryu K.K.	0.090185
5780	Yellowstone Energy Limited Partnership	65
1890	Yellowstone Pipe Line Company	40
4488	Yuai Sekiyu K.K.	50.0208
5762	Zenon Environmental Inc.	5

MASTER

APPLICATION FOR TRANSPORTATION AND
UTILITY SYSTEMS AND FACILITIES
ON FEDERAL LANDS

FORM APPROVED
OMB NO. 1004-0060
Expires: December 31, 2001

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

FOR AGENCY USE ONLY

Application Number

Date filed

1. Name and address of applicant (include zip code)

See Attachment 1.

2. Name, title, and address of authorized agent if different from Item 1 (include zip code)

3. TELEPHONE (area code)

Applicant

See Attachment 1.

Authorized Agent

4. As applicant are you? (check one)

- a. ☐ Individual See Attachment 1.
b. ☐ Corporation*
c. ☐ Partnership/Association*
d. ☐ State Government/State Agency
e. ☐ Local Government
f. ☐ Federal Agency

* If checked, complete supplemental page

5. Specify what application is for: (check one) See response on page 6.

- a. ☐ New authorization
b. ☒ Renewing existing authorization No.
c. ☐ Amend existing authorization No.
d. ☐ Assign existing authorization No.
e. ☐ Existing use for which no authorization has been received*
f. ☐ Other*

* If checked, provide details under Item 7

6. If an individual or partnership are you a citizen(s) of the United States? ☐ Yes ☐ No See response on page 6.

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications length, width, grading, etc.; (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

- (a) Pipeline System, as defined generally in § 1.1.1.22 of Exhibit D to the January 23, 1974 Agreement and Grant of Right-of-Way for Trans-Alaska Pipeline ("Federal Grant");
(b) See generally Environmental Report for the Trans-Alaska Pipeline System Right-of-Way Renewal in Volume 3 ("Environmental Report") at §§ 2.1.1 and 4.2.1; Duration of Right-of-Way Renewal for the Trans-Alaska Pipeline System in Volume 2 ("Duration Report") at Appendix 4; Federal Line Lists in Volume 2 at Tab 1D- 1H;
(c) See generally Environmental Report at §§ 2.1.1 and 4.2.1 and Duration Report at Appendix 4;
(d) Renewal of authorizations for the maximum period allowed by law. See 30 U.S.C. § 185(n) and Duration Report generally;
(e) Year round;
(f) See generally Environmental Report at Appendices A and D (pps. D-1 through D-12);
(g) Not applicable;
(h) Not applicable.

See also Attachment 2.

8. Attach a map covering area and show location of project proposal See generally Attachment 2, Environmental Report at Appendix C and Federal Lists in Volume 2 at Tabs 1D-1H.

9. State or local government approval: ☐ Attached ☒ Applied for ☐ Not required

10. Nonreturnable application fee: ☐ Attached ☒ Not required

11. Does project cross international boundary or affect international waterways? ☐ Yes ☒ No (If "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

See response on page 6.

13a. Describe other reasonable alternative routes and modes considered.

Not applicable.

b. Why were these alternatives not selected?

Not applicable.

c. Give explanation as to why it is necessary to cross Federal Lands.

Existing TAPS facilities are located on and cross federal lands.

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

See generally Federal and State Line Lists in Volume 2 at Tab 1.

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

See generally Environmental Report, including §§ 1.2; 3.3; 4.3.3, and Duration Report, including §§ 1; 3; 4; 8; and 9.

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

See generally Environmental Report §§ 3.3; 4.3.3; 4.5 and Duration Report § 8. Additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

(a) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; 4.8.2.3; (b) See generally Environmental Report §§ 3.1.3; 3.3.6.3; 4.3.1.3; 4.3.3.9; 4.5; (c) See generally Environmental Report §§ 3.1.1.6; 3.1.2.1; 4.2.1.3; 4.3.1.2; 4.5; 4.8.2.1; 4.8.2.2; (d) See generally Environmental Report §§ 3.1.1.6; 4.2.1.3; 4.3.1.2; 4.3.2.2; 4.5; (e) See generally Environmental Report §§ 3.1.3; 4.3.1.3; 4.5; (f) See generally Environmental Report §§ 3.1.1; 4.1.1; 4.2.1.1; 4.2.1.2; 4.3.1.1; 4.3.2.2; 4.5. (See continuation on page 6.)

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

(a) See generally Environmental Report §§ 3.2; 4.3.2; 4.5; 4.8.3; (b) See generally Environmental Report §§ 3.2.6; 3.3.3; 4.3.2; 4.3.3.3; 4.5; 4.8.3.4; 4.8.4.4. In both cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 9601 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.

See response on page 6.

20. Name all the Department(s)/Agency(ies) where this application is being filed.

The original application is being filed with the Bureau of Land Management.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

Signature of Applicant

See Attachment 3.

Date

See Attachment 3.

Title 18, U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

APPLICATION FOR TRANSPORTATION AND UTILITY SYSTEMS
AND FACILITIES ON FEDERAL LANDS

GENERAL INFORMATION
ALASKA NATIONAL INTEREST LANDS

This application will be used when applying for a right-of-way, permit, license, lease, or certificate for the use of Federal lands which lie within conservation system units and National Recreation or Conservation Areas as defined in the Alaska National Interest Lands Conservation Act. Conservation system units include the National Park System, National Wildlife Refuge System, National Wild and Scenic Rivers System, National Trails System, National Wilderness Preservation System, and National Forest Monuments.

Transportation and utility systems and facility uses for which the application may be used are:

1. Canals, ditches, flumes, laterals, pipes, pipelines, tunnels, and other systems for the transportation of water.
2. Pipelines and other systems for the transportation of liquids other than water, including oil, natural gas, synthetic liquid and gaseous fuels, and any refined product produced therefrom.
3. Pipelines, slurry and emulsion systems, and conveyor belts for transportation of solid materials.
4. Systems for the transmission and distribution of electric energy.
5. Systems for transmission or reception of radio, television, telephone, telegraph, and other electronic signals, and other means of communications.
6. Improved rights-of-way for snow machines, air cushion vehicles, and all-terrain vehicles.
7. Roads, highways, railroads, tunnels, tramways, airports, landing strips, docks, and other systems of general transportation.

This application **must** be filed simultaneously with each Federal department or agency requiring authorization to establish and operate your proposal.

In Alaska, the following agencies will help the applicant file an application and identify the other agencies the applicant should contact and possibly file with:

Department of Agriculture
Regional Forester, Forest Service (USFS)
Federal Office Building, P.O. Box 21628
Juneau, Alaska 99802-1628
Telephone: (907) 586-7847 (or a local Forest Service Office)

Department of the Interior
Bureau of Indian Affairs (BIA)
Juneau Area Office
9109 Mendenhall Mall Road, Suite 5, Federal Building Annex
Juneau, Alaska 99802
Telephone: (907) 586-7177

Bureau of Land Management (BLM)
222 West 7th Ave., Box 13
Anchorage, Alaska 99513-7599
Telephone: (907) 271-5477 (or a local BLM Office)

National Park Service (NPS)
Alaska Regional Office 2525 Gambell St., Rm. 107
Anchorage, Alaska 99503-2892
Telephone: (907) 257-2585

U.S. Fish & Wildlife Service (FWS)
Office of the Regional Director
1011 East Tudor Road
Anchorage, Alaska 99503
Telephone: (907) 786-3440

Note-Filings with any Interior agency may be filed with any office noted above or with the: Office of the Secretary of the Interior, Regional Environmental Officer, Box 120, 1675 C Street, Anchorage, Alaska 99513.

(For supplemental, see page 4)

Department of Transportation
Federal Aviation Administration
Alaska Region AAL-4, 222 West 7th Ave., Box 14
Anchorage, Alaska 99513-7587
Telephone: (907) 271-5285

NOTE - The Department of Transportation has established the above central filing point for agencies within that Department. Affected agencies are: Federal Aviation Administration (FAA), Coast Guard (USCG), Federal Highway Administration (FHWA), Federal Railroad Administration (FRA).

OTHER THAN ALASKA NATIONAL INTEREST LANDS

Use of this form is not limited to National Interest Conservation Lands of Alaska.

Individual departments/agencies may authorize the use of this form by applicants for transportation and utility systems and facilities on other Federal lands outside those areas described above.

For proposals located outside of Alaska, applications will be filed at the local agency office or at a location specified by the responsible Federal agency.

SPECIFIC INSTRUCTIONS
(Items not listed are self-explanatory)

Item

- 7 Attach preliminary site and facility construction plans. The responsible agency will provide instructions whenever specific plans are required.
 - 8 Generally, the map **must** show the section(s), township(s), and range(s) within which the project is to be located. Show the proposed location of the project on the map as accurately as possible. Some agencies require detailed survey maps. The responsible agency will provide additional instructions.
 - 9, 10, and 12 - The responsible agency will provide additional instructions.
 - 13 Providing information on alternate routes and modes in as much detail as possible, discussing why certain routes or modes were rejected and why it is necessary to cross Federal lands will assist the agency(ies) in processing your application and reaching a final decision. Include only reasonable alternate routes and modes as related to current technology and economics.
 - 14 The responsible agency will provide instructions.
 - 15 Generally, a simple statement of the purpose of the proposal will be sufficient. However, major proposals located in critical or sensitive areas may require a full analysis with additional specific information. The responsible agency will provide additional instructions.
 - 16 through 19 - Providing this information in as much detail as possible will assist the Federal agency(ies) in processing the application and reaching a decision. When completing these items, you should use a sound judgment in furnishing relevant information. For example, if the project is not near a stream or other body of water, **do not** address this subject. The responsible agency will provide additional instructions.
- Application must be signed by the applicant or applicant's authorized representative.

If additional space is needed to complete any item, please put the information on a separate sheet of paper and identify it as "Continuation of Item."

SUPPLEMENTAL

NOTE: The responsible agency(ies) will provide additional instructions		CHECK APPROPRIATE BLOCK	
I - PRIVATE CORPORATIONS See response on page 6.		ATTACHED	FILED*
a. Articles of Incorporation		<input type="checkbox"/>	<input type="checkbox"/>
b. Corporation Bylaws		<input type="checkbox"/>	<input type="checkbox"/>
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State.		<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing		<input type="checkbox"/>	<input type="checkbox"/>
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.		<input type="checkbox"/>	<input type="checkbox"/>
previous applications.		<input type="checkbox"/>	<input type="checkbox"/>
g. If application is for an oil and gas pipeline, identify all Federal lands by agency impacted by proposal.		<input type="checkbox"/>	<input type="checkbox"/>
II- PUBLIC CORPORATIONS			
a. Copy of law forming corporation		<input type="checkbox"/>	<input type="checkbox"/>
b. Proof of organization		<input type="checkbox"/>	<input type="checkbox"/>
c. Copy of Bylaws		<input type="checkbox"/>	<input type="checkbox"/>
d. Copy of resolution authorizing filing		<input type="checkbox"/>	<input type="checkbox"/>
e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.		<input type="checkbox"/>	<input type="checkbox"/>
III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY			
a. Articles of association, if any		<input type="checkbox"/>	<input type="checkbox"/>
b. If one partner is authorized to sign, resolution authorizing action is		<input type="checkbox"/>	<input type="checkbox"/>
c. Name and address of each participant, partner, association, or other		<input type="checkbox"/>	<input type="checkbox"/>
d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.		<input type="checkbox"/>	<input type="checkbox"/>

* If the required information is already filed with the agency processing this application and is current, check block entitled "Filed." Provide the file identification information (e.g., number, date, code, name). If not on file or current, attach the requested information.

DATA COLLECTION STATEMENT

The Federal agencies collect this information from applicants requesting right-of-way, permit, license, lease, or certifications for the use of Federal lands.

Federal agencies use this information to evaluate your proposal.

No Federal agency may request or sponsor, and you are not required to respond to a request for information which does not contain a currently valid OMB Approval Number.

BURDEN HOURS STATEMENT

The public burden for this form is estimated to vary from 30 minutes to 25 hours per response, with an average of 2 hours per response, including the time for

reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management, Information Clearance Officer (W0-630), 1849 C Street, Mail Stop 401LS, Washington, D.C. 20240

A reproducible copy of this form may be obtained from the Bureau of Land Management, Division of Lands, 1620 L Street, Rm. 1000LS, Washington, D.C. 20036.

NOTICE

NOTE: This applies to the Department of the Interior/Bureau of Land Management (BLM).

The Privacy Act of 1974 provides that you be furnished with the following information in connection with the information provided by this application for an authorization.

AUTHORITY: 16 U.S.C. 310 and 5 U.S.C. 301.

PRINCIPAL PURPOSE: The primary uses of the records are to facilitate the (1) processing of claims or applications; (2) recordation of adjudicative actions; and (3) indexing of documentation in case files supporting administrative actions.

ROUTINE USES: BLM and the Department of the Interior (DOI) may disclose your information on this form: (1) to appropriate Federal agencies when concurrence or supporting information is required prior to granting or acquiring a right or interest in lands or resources; (2) to members or the public who have a need for the information that is maintained by BLM for public record; (3) to the U.S. Department of Justice, court, or other adjudicative body when DOI determines the information is necessary and relevant to litigation; (4) to appropriate Federal, State, local, or foreign agencies responsible for investigating prosecuting violation, enforcing, or implementing this statute, regulation, or order; and (5) to a congressional of lice when you request the assistance of the Member of Congress in writing.

EFFECT OF NOT PROVIDING THE INFORMATION: Disclosing this information is necessary to receive or maintain a benefit. Not disclosing it may result in rejecting the application.

**MASTER APPLICATION
FOR TRANSPORTATION AND
UTILITY SYSTEMS AND FACILITIES
ON FEDERAL LAND**

For the Trans-Alaska Pipeline System

Continuation of Item #5: Renewal on the same terms of each Applicant's undivided interest in existing authorizations for the Trans-Alaska Pipeline System ("TAPS"), including, but not limited to, F-12505, AA-5847, F-21770, and other authorizations identified on the Federal Line Lists in Volume 2 at Tab 1D -1H.

Continuation of Item #s 6, 12 and Supplemental Items on page 4: Each Applicant identified in response to Item 1 above (individually "Applicant" and collectively "Applicants") separately responds to this item in its respective SUPPLEMENTAL APPLICATION at Volume 1 of 3 (individually "SUPPLEMENTAL APPLICATION" and collectively "SUPPLEMENTAL APPLICATIONS"). Further, nothing in this MASTER APPLICATION should be interpreted or construed as having the effect or implication of any Applicant making any statement, representation or certification as to the accuracy or completeness of any other Applicant's response to this item.

Continuation of Item #17: In all cases additional information may be found in studies and reports that bear on TAPS, such as those identified in the Environmental Report at Section 8 and 43 U.S.C. § 1651(b), and the 1972 Environmental Impact Statement (6 vols.) that preceded the execution of the Federal Grant.

Continuation of Item #19: TAPS does not engage in the use, production, transportation or storage of hazardous materials as part of TAPS' purpose. TAPS operates to transport crude oil, and crude oil is not a hazardous material as defined in this question. Hazardous materials are only present on TAPS incidentally in support of the operation and maintenance of TAPS. All hazardous materials are managed under state and federal law. Those occurrences are described categorically below. Also see Environmental Report § 3.1.1.5.

Hazardous Material Use. Chemical products may be "hazardous materials" or may include components that are hazardous materials. These products are used for TAPS operations and maintenance. Any list of hazardous materials would be only temporarily accurate because product use on TAPS varies continuously. Therefore, they are listed here categorically: paints and associated products; pipe coating chemicals; equipment repair and lubrication products, cleaners, and antifreeze chemicals; adhesives, epoxies and sealants; corrosion inhibitors; fire fighting chemicals; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. This list provides a description of TAPS hazardous material use, but is not intended to be comprehensive

chemical by chemical. That detailed information may be obtained from Alyeska's OSHA MSDS (hazardous communication) program and the annual SARA Title III reports submitted to EPA.

Hazardous Material Production. TAPS does not produce hazardous materials.

Hazardous Material Transportation. Chemical product hazardous materials, described above, are transported on and off TAPS facilities utilizing the procedure established under state and federal law. The U.S. DOT has strict requirements for the transportation of chemical products, under 49 CFR Parts 172- 177, 350-399. Hazardous wastes also must comply with the same U.S. DOT transportation requirements. In place is an extensive hazardous material transportation plan that covers both chemical product and hazardous waste transportation on and off TAPS facilities. Bills of lading are used to track the transportation of chemical products. In addition, there are EPA hazardous waste manifests for transported hazardous wastes. The list of hazardous materials transported on and off TAPS facilities would be composed of those hazardous materials listed above under Hazardous Material Use and below under Hazardous Material Storage.

Hazardous Material Storage. The list of hazardous materials stored is the same as the list of hazardous materials used on TAPS facilities, except for waste storage. Where required or appropriate, chemical products are stored within secondary containment. Hazardous wastes that are generated at a TAPS facility are stored utilizing EPA requirements for hazardous waste generators. The hazardous waste categories are predominantly chemical products that have completed their use: paints and associated products; equipment repair and lubrication products, and parts cleaners; adhesives, epoxies and sealants; laboratory chemicals used for crude oil analysis; herbicides, pesticides and insecticides (used with the approval of the Authorized Officer); photographic chemicals; and batteries. Tank and pipe cleaning sludges are a non-product waste stream that contributes to this list. These wastes are only temporarily stored at a facility, in accordance with EPA regulations. During storage they are monitored, in accordance with EPA regulations, and they are transported off the facilities and disposed of at EPA permitted facilities. A listing of hazardous wastes stored at a TAPS facility for any one-year period can be found in the annual RCRA report submitted to EPA.

ATTACHMENT 1

A. Applicants for renewal of their undivided interests in existing authorizations for TAPS are the following corporations:

1. Amerada Hess Pipeline Corporation
One Allen Center
500 Dallas Street, Level 2
Houston, Texas 77002

Authorized Officer:
Donald C. Lutken, Jr.
President and Chief Executive Officer

Telephone: (713) 609-4000

2. BP Pipelines (Alaska) Inc.
900 E. Benson Blvd., MB 11-5
Anchorage, AK 99508

Authorized Officer:
Albert N. Bolea
President

Telephone: (907) 564-5757

3. ExxonMobil Pipeline Company
800 Bell Street
Houston, TX 77002

Authorized Officer:
Richard A. Rabinow
President

Telephone: (713) 656-5056

4. Phillips Transportation Alaska, Inc.
700 G Street
Anchorage, AK 99501

Authorized Officer:
Margaret A. Yaege
President

Telephone: (907) 263-3710

5. Unocal Pipeline Company
14141 Southwest Freeway
Sugar Land, TX 77478

Authorized Officer:
Joseph M. Monroe
President

Telephone: (281) 287-7775

6. Williams Alaska Pipeline Company, L.L.C.
1 Williams Center 720A
Tulsa, OK 74172

Authorized Officer:
Michael N. Mears
Vice President

Telephone: (918) 573-3211

- B. The Applicants (i) own, in undivided interests, the entirety of the authorizations for which renewal is sought as are identified in the Federal Line Lists in Volume 2 at Tab 1D-1H and (ii) operate TAPS through Alyeska Pipeline Service Company ("Alyeska"). The operating agreement among the Owners and other information pertaining to Alyeska appears in file AA-5722 in the Bureau of Land Management's Alaska State Office.

ATTACHMENT 2

A. MAINLINE AND FUEL GAS LINE

SERIAL NUMBER	TYPE OF SYSTEM OR FACILITY	MAP SHEET NO.*
F-12505/AA-5847	Crude oil pipeline and other facilities	2/3/4/5/6/7/8/9/10/ 11/12/13/14/15/16/ 18/19/20/21/22/23/ 24/25
F-21770	Fuel gas pipeline and other facilities	2/3/4/5

* References in the MAP SHEET NO. column are to maps at Appendix C of the Environmental Report, Volume 3 of 3.

B. ACCESS ROADS

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
F 20780	118-APL-1	118-APL/AMS-1	5
F 21586	116-APL-1	116-APL/AMS-1	5
F 22386	116-APL-6		5
F 20776	115-APL-1		5
F 21585	115-APL-3	115-APL/AMS-3	5
F 20719	114-APL-1	114-APL/AMS-1	5/6
F 21656	114-APL-2B		5/6
FF 088221	Atigun Boat Ramp	114-APL/AMS-2C	5/6
F 21465	114-APL-3		5/6
F 21467	114A-APL-5	114-APL-5	5/6
F 20717	113-APL-1		6
FF 088197	113-APL/AMS-2	113-APL-2	6
F 20715	112-APL-1		6

ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
FF 088195	112-AMS-2	112-APL-2	6
F 21727	112-APL-3A		6
FF 088193	112-APL-4B		6
F 20714	111-APL-3	111-APL/AMS-3	6
F 21583	110-APL-1		6
F 21617	110-APL-1B		6
F 20713	110-APL-2		6
F 21653	109-APL-1A		6/7
F 21535	109-APL-3A		6
FF 088194	108-APL-1		7
FF 088223	108-APL-1A		7
FF 088485	108-APL-5		7
F 20707	108-APL-6		7
F 21640	108-APL-7	108-APL/AMS-7	7
	Remote Gate Valve ("RGV") 33 Access	JPO Letter No. 94-082-M	7
F 64648	108-APL-8		7
F 21623	107-APL-1A	107-APL/AMS-1A	7
F 64647	107-APL-2A		7
F 20699	107-APL-3		7
FF 088192	107-APL/AMS-4		7
F 21618	106-APL-1A	106-APL/AMS-1A	7
F 64646	106-APL-2B	106-APL/AMS-2B	7

ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
F 21652	105-APL-1A	105-APL/AMS-1A	7
F 20692	105-APL-2		7
F 20693	105-APL-3		7
F 20694	105-APL-4		7
FF 088220	104-APL-0		7/8
FF 088218	104-APL-1		7
F 21429	104-APL-1A		7
F 20688	104-APL-3		7
F 21638	103-APL-1A	103-APL/AMS-1A	8
FF 84277	103-APL-3		7/8
FF 088191	103-APL-3A		7/8
F 20683	103-APL-4		7/8
F 20675	102-APL-1		8
F 20676	102-APL-2		8
FF 088222	Pipeline Mile Post ("PLMP") 216.3	102-APL-2A	8
F 20677	102-APL-3	102-APL/AMS-3	8
FF 088190	102-APL-3A	102-AMS-3A	8
F 20678	102-APL-4		8
F 20679	102-APL-5		8
F 20671	101-APL-1		8
FF 088187	101-APL-1A		8
FF 088188	101-APL-1B	101-AMS-1B	8

ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
FF 088189	101-APL-2	101-APL/AMS-2	8
F 20673	101-APL-3		8
FF 87266	101-APL/AMS-4		8
F 20668	100-APL-2	100-APL/AMS-2	8
F 20669	100-APL-2A		8
F 20665	99-APL-3		8
F 20666	99-APL-4	99-APL/AMS-4	8
F 20656	97-APL-1	97-APL/AMS-1	9
F 20657	97-APL-3	97-APL/AMS-3	9
F 21763	97-APL-5		9
F 20653	96-APL-1	96-APL/AMS-1	9
F 20654	96-APL-2A		9
F 64645	96-APL-3		9
F 22978	95-APL-4A		9
F 20652	95-APL-5	95-APL/AMS-5	9
F 21553	94-APL-1A	94-APL/AMS-1A	9
F 21570	93-APL-1	93-APL/AMS-1	9
F 20645	93-APL-2	93-APL/AMS-2	9
F 21551	93-APL-4		9
F 21552	92-APL-0		9/10
F 20637	92-APL-1	92-APL/AMS-1	9
F 20638	92-APL-2	92-APL/AMS-2	9

ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
F 20640	92-APL-4		9
F 20642	92-APL-6	92-APL/AMS-6	9
F 20633	91-APL-1	91-APL/AMS-1	10
F 22365	91-APL-1B		10
F 21693	91-APL-3	91-APL/AMS-3	9/10
FF 088186	90-APL/AMS-1	90-APL-1	10
FF 81337	90-APL-2		10
F 21568	90-APL-4A	90-APL/AMS-4A	10
F 20625	89-APL-1	89-APL/AMS-1	10
F 20627	89-APL-3		10
F 20628	89-APL-4	89-APL/AMS-4	10
F 20773	89-APL-6		10
F 20623	88-APL-1	88-APL/AMS-1	10
F 21567	88-APL-2	88-APL/AMS-2	10
F 20622	87-APL-2		10
F 21582	87-APL-3B	87-APL/AMS-3B	10
F 21549	87-APL-4		10
F 20615	86-APL-1		10/11
F 20616	86-APL-2		10/11
F 20618	86-APL-3A	86-APL/AMS-3A	10
FF 088184	86-APL-4		10
FF 088185	86-APL-4A		10

ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
FF 088219	86-APL-4B		10
F 20621	86-APL-5	86-APL/AMS-5	10
F 20613	85-APL-1	85-APL/AMS-1	11
F 64644	85-APL-3		10/11
F 20610	84-APL-1		11
F 20611	84-APL-2		11
F 20608	83-APL-2	83-APL/AMS-2	11
F 20609	83-APL-3	83-APL/AMS-3	11
F 20606	82-APL-2	82-APL/AMS-2	11
F 21565	81-APL-1B		11
F 20604	81-APL-3	81-APL/AMS-3	11
F 20605	81-APL-4		11
F 20600	80-APL-2		12
F 21581	80-APL-2A		11/12
F 21546	80-APL-3A	80-APL/AMS-3A	11/12
F 20596	79-APL-1	79-APL/AMS-1	12
F 20597	79-APL-2	79-APL/AMS-2	12
F 20598	79-APL-3		12
F 20594	78-APL-1		12
F 64643	78-APL-1A		12
F 20595	78-APL-3	78-APL/AMS-3	12
F 20564	62-APL-1		15

ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
F 21650	57-APL-3		16
F 21740	56-APL-3		16
F 20557	45-APL-3		18
F 21591	45-APL-4		18
F 20553	44-APL-3		18
F 20554	44-APL-5		18
F 20542	40-APL-1	40-APL/AMS-1	19
F 20545	40-APL-4	40-APL/AMS-4	19
F 20535	39-APL-1	39-APL/AMS-1	19
F 20536	39-APL-2		19
F 21759	39-APL-4	39-APL/AMS-4	19
F 20541	39-APL-7		19
F 20534	38-APL-9		19
F 20532	38-APL-7		19
F 21756	38-APL-1A		19
F 20530	38-APL-5		19
AA 8857	37-APL-2		19
AA 37894	37-APL-3		19
F 20526	37-APL-4		19
AA 8855	37-APL-1		19
AA 8853	36-APL-1A		20
AA 9213	35-APL-6	35-APL/AMS-6	20

ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
AA 8854	36A-APL-1		19/20
AA 8851	31-APL-1		20/21
AA 8871	31-APL-3		20
AA 8870	30-APL-1		21
AA 9198	29-APL-1		21
AA 8848	28-APL-1	28-APL/AMS-1	21
AA 8849	28-APL-1C		21
AA 11185	27-APL/AMR-3	27 APL-3	21
AA 8866	26-APL-2	26-APL/AMS-2	21
AA 8867	26-APL/AMR-3	26-APL-3	21
AA 9189	23-APL-1A		22
AA 8863	22-APL-1		22
AA 8862	20-APL-1		21
AA 9166	19-APL-3		23
AA 8845	19-APL-1		23
AA 8843	17-APL-7		23
AA 8842	17-APL-5		23
AA 8840	17-APL-3		23
AA-8838	16-APL-1		23
AA-9462	14-APL-4		23/24
AA 8829	12-APL-1		24
AA 8827	11-APL-1		24

ATTACHMENT 2

SERIAL NO.	ACCESS ROAD NO.	ALSO KNOWN AS	MAP SHEET NO.*
AA 37895	10-APL-0		24
AA 8825	10-APL-3		24
AA 8820	9-APL-2		24
AA 9602	9-APL-3A		24
AA 075690	9-APL-3B	9-AMS-3B	24
AA 8822	9-APL-4	9-APL/AMS-4	24
AA 9589	8-APL-1		24
AA 8817	8-APL-2		24
AA 77244	6-APL-5		25

* References in the MAP SHEET NO. column are to maps at Appendix C of the Environmental Report, Volume 3 of 3.

C. MISCELLANEOUS RIGHTS

SERIAL NUMBER	TYPE OF SYSTEM OR FACILITY	MAP SHEET NO.*
F-84966	Power and communication line and other facilities	9/10 Also see plat(s) at Tab 1H of Volume 2 of 3
AA-31239	Communication site and access road	21 Also see plat(s) at Tab 1H of Volume 2 of 3

* Except as otherwise noted, references in the MAP SHEET NO. column are to maps at Appendix C of the Environmental Report, Volume 3 of 3.


D. CONTAINMENT SITES

Rights to containment sites established under the June 14, 1991 Memorandum of Understanding between the Bureau of Land Management and Alyeska Pipeline Service Company, as agent for the TAPS Owners. Maps reflecting the location of the subject containment sites are a part of the Trans-Alaska Pipeline System Pipeline Oil Discharge Prevention and Contingency Plan, approved on November 30, 1998 and last revised on November 17, 2000, on file in the Bureau of Land Management's Alaska State Office.

ATTACHMENT 3

This MASTER APPLICATION is executed in multiple counterparts, with each counterpart being an original, and all counterparts together constituting the Master Application.

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.



Amerada Hess Pipeline Corporation *ACS*

Date: APR 30 2001

BP Pipelines (Alaska) Inc.

Date: _____

ExxonMobil Pipeline Company

Date: _____

Phillips Transportation Alaska, Inc.

Date: _____

Unocal Pipeline Company

Date: _____

Williams Alaska Pipeline Company, L.L.C.

Date: _____

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States, any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

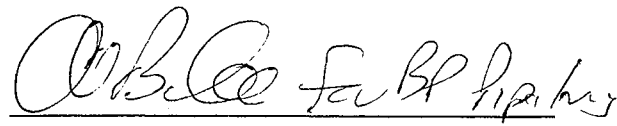
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Amerada Hess Pipeline Corporation

Date: _____



BP Pipelines (Alaska) Inc.

Date: APR 30 2001

ExxonMobil Pipeline Company

Date: _____

Phillips Transportation Alaska, Inc.

Date: _____

Unocal Pipeline Company

Date: _____

Williams Alaska Pipeline Company, L.L.C.

Date: _____

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Amerada Hess Pipeline Corporation

Date: _____

BP Pipelines (Alaska) Inc.

Date: _____



ExxonMobil Pipeline Company

Date: APR 30 2001

Phillips Transportation Alaska, Inc.

Date: _____

Unocal Pipeline Company

Date: _____

Williams Alaska Pipeline Company, L.L.C.

Date: _____

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Amerada Hess Pipeline Corporation

Date: _____

BP Pipelines (Alaska) Inc.

Date: _____

ExxonMobil Pipeline Company

Date: _____

Margaret A. Yaege
Phillips Transportation Alaska, Inc.

Date: APR 30 2001

Unocal Pipeline Company

Date: _____

Williams Alaska Pipeline Company, L.L.C.

Date: _____

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Date: _____

BP Pipelines (Alaska) Inc.

Date: _____

ExxonMobil Pipeline Company

Date: _____

Phillips Transportation Alaska, Inc.

Date: _____


Unocal Pipeline Company

APR 30 2001

Date: _____

Williams Alaska Pipeline Company, L.L.C.

Date: _____

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Amerada Hess Pipeline Corporation

Date: _____

BP Pipelines (Alaska) Inc.

Date: _____

ExxonMobil Pipeline Company

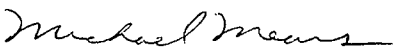
Date: _____

Phillips Transportation Alaska, Inc.

Date: _____

Unocal Pipeline Company

Date: _____



Williams Alaska Pipeline Company, L.L.C.

Date: **APR 30 2001**

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REVISIONS

**APPLICATION
OF
EXXONMOBIL PIPELINE COMPANY
FOR RENEWAL OF THE TRANS-ALASKA
PIPELINE SYSTEM ON STATE LANDS
STATE VOLUME 1-EM OF 3
REVISION LOG**

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